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TIGARD CITY COUNCIL  
MEETING

April 23, 2002 6:30 p.m.

TIGARD CITY HALL  
13125 SW HALL BLVD  
TIGARD, OR 97223



PUBLIC NOTICE:

Anyone wishing to speak on an agenda item should sign on the appropriate sign-up sheet(s). If no sheet is available, ask to be recognized by the Mayor at the beginning of that agenda item. Visitor's Agenda items are asked to be two minutes or less. Longer matters can be set for a future Agenda by contacting either the Mayor or the City Manager.

Times noted are estimated; it is recommended that persons interested in testifying be present by 7:15 p.m. to sign in on the testimony sign-in sheet. Business agenda items can be heard in any order after 7:30 p.m.

Assistive Listening Devices are available for persons with impaired hearing and should be scheduled for Council meetings by noon on the Monday prior to the Council meeting. Please call 503-639-4171, Ext. 309 (voice) or 503-684-2772 (TDD - Telecommunications Devices for the Deaf).

Upon request, the City will also endeavor to arrange for the following services:

- Qualified sign language interpreters for persons with speech or hearing impairments; and
- Qualified bilingual interpreters.

Since these services must be scheduled with outside service providers, it is important to allow as much lead time as possible. Please notify the City of your need by 5:00 p.m. on the Thursday preceding the meeting by calling: 503-639-4171, x309 (voice) or 503-684-2772 (TDD - Telecommunications Devices for the Deaf).

SEE ATTACHED AGENDA

A G E N D A  
TIGARD CITY COUNCIL MEETING  
April 23, 2002

6:30 PM

- STUDY SESSION
  - > UPDATE ON RANDALL GRANT PROGRAM
  - > UPDATE ON WASHINGTON COUNTY COOPERATIVE LIBRARY SERVICE (WCCLS) PROPOSED LOCAL OPTION LEVY
  - > CITY MANAGER'S PERFORMANCE REVIEW (Scheduled to take place after the Business Meeting concludes.)
- EXECUTIVE SESSION: The Tigard City Council may go into Executive Session. If an Executive Session is called to order, the appropriate ORS citation will be announced identifying the applicable statute. All discussions are confidential and those present may disclose nothing from the Session. Representatives of the news media are allowed to attend Executive Sessions, as provided by ORS 192.660(3), but must not disclose any information discussed. No Executive Session may be held for the purpose of taking any final action or making any final decision. Executive Sessions are closed to the public.

7:30 PM

1. BUSINESS MEETING
  - 1.1 Call to Order - City Council & Local Contract Review Board
  - 1.2 Roll Call
  - 1.3 Pledge of Allegiance
  - 1.4 Council Communications & Liaison Reports
  - 1.5 Call to Council and Staff for Non-Agenda Items
2. PROCLAMATION
  - 2.1 NATIONAL POLICE WEEK & NATIONAL POLICE MEMORIAL DAY
  - 2.2 BE KIND TO ANIMALS WEEK
    - Mayor Griffith

3. VISITOR'S AGENDA (Two Minutes or Less, Please)

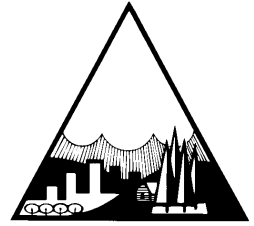
4. CONSENT AGENDA: These items are considered to be routine and may be enacted in one motion without separate discussion. Anyone may request that an item be removed by motion for discussion and separate action. Motion to:
  - 4.1 Approve City Council Minutes: February 19, 26, March 12, 2002
  - 4.2 Receive & File:
    - a. Council Goal Update – First Quarter 2002
    - b. Annual Solid Waste Financial Report Findings
  - 4.3 Renew Intergovernmental Agreement for Access to the Portland Police Data System and Authorize Mayor Griffith to Sign the Agreement
  - 4.4 Approve an Intergovernmental Agreement with the Watermaster of District 18 to Perform Flow Monitoring of Summer Creek at the Summerlake Area
  - 4.5 Authorize the Issuance of a Bond Anticipation Note to Provide Interim Financing for the Dartmouth Street Improvement District – Resolution No. 02-29
  - 4.6 Local Contract Review Board:
    - a. Award Contract for the Construction of Errol Street & Fonner Street Sanitary Reimbursement District No. 21 to Dunn Construction, Inc.
    - b. Award Contract for the Construction of Howard Drive Sanitary Sewer Reimbursement District No. 22 to Dunn Construction, Inc.
  - *Consent Agenda - Items Removed for Separate Discussion: Any items requested to be removed from the Consent Agenda for separate discussion will be considered immediately after the Council has voted on those items which do not need discussion.*
5. UPDATE FROM THE NEW TIGARD LIBRARY CONSTRUCTION COMMITTEE (NTLCC)
  - Staff Report & Introduction: Library Staff
  - Update from NTLCC Members
6. REPORT ON POLICE ACCREDITATION
  - Staff Report: Police Staff
7. UPDATE ON PORTLAND GENERAL ELECTRIC (PGE) AUDIT AND FUTURE UTILITY AUDITS
  - Staff Report: Finance Staff

8. UPDATE ON FISCAL YEAR 2002/03 BUDGET PROCESS
  - Staff Report: Finance Staff
9. REPORT ON TIGARD'S DESIGNATION AS A "TREE CITY USA" AND REVIEW OF ACTIVITIES SCHEDULED FOR ARBOR DAY ON APRIL 26, 2002
  - Staff Report: Public Works Staff
  - Mayor Griffith: Arbor Day Proclamation
10. CONSIDER AN INTERGOVERNMENTAL AGREEMENT TO ESTABLISH THE TUALATIN BASIN NATURAL RESOURCES COORDINATING COMMITTEE
  - Staff Report: Community Development Staff
  - Staff Recommendation
  - Council Consideration: Motion to enter into an intergovernmental agreement with other Washington County jurisdictions and special districts to jointly develop a protection program for Metro-identified natural resource sites located with Washington County and authorize the Mayor to sign the agreement.
11. UPDATE TO COUNCIL ON THE BUTTERFLY GARDEN AT COOK PARK
  - Staff Report: Public Works Staff
12. COUNCIL LIAISON REPORTS
13. NON AGENDA ITEMS
- > STUDY SESSION CONTINUED – CITY MANAGER'S REVIEW
  - Mayor & City Council
14. EXECUTIVE SESSION: The Tigard City Council may go into Executive Session. If an Executive Session is called to order, the appropriate ORS citation will be announced identifying the applicable statute. All discussions are confidential and those present may disclose nothing from the Session. Representatives of the news media are allowed to attend Executive Sessions, as provided by ORS 192.660(3), but must not disclose any information discussed. No Executive Session may be held for the purpose of taking any final action or making any final decision. Executive Sessions are closed to the public.

## 15. ADJOURNMENT

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# MEMORANDUM



TO: Honorable Mayor & City Council

FROM: Liz Newton, Assistant to the City Manager

RE: Status of Randall Funding and Development Grant Activity

DATE: April 16, 2002

Below is a summary of grant activity.

## Library

Randall's grant writer assigned to pursue private foundation grants for the library contacted the Meyer Memorial Trust, the Nike Foundation, and the Collins Foundation for Funds for the proposed new library. All three expressed interest but would not consider an application until after the passage of the bond to provide initial funding. Randall is prepared to pursue all three foundations immediately after the May election if the library bond passes.

## Transportation/Engineering

Grant announcements have not been made on the two federal transportation grants identified. When the grants are announced, staff will contact Metro to determine their interest in applying and then decide how to proceed.

## Police

The city had authorized Randall Funding and Development to pursue a COPS MORE grant for \$300,000 for technology for the Police Department. President Bush cancelled the grant about two weeks ago. The city has authorized Randall to pursue a grant for reimbursement of bulletproof vests. The grant has been prepared and submitted for up to \$10,000. In addition, staff is reviewing a COPS Universal Hiring Program grant opportunity that was announced on April 5, 2002.

## Community Development/Downtown

A segment of the greenway trail system that connects to the downtown or a project that is part of the commuter rail station may be eligible for Oregon Livability Initiative Community Incentive Funds (OLICIF). The next deadline for those grants will be sometime in the fall.

### Public Works/Parks/Wetlands Enhancement

The city may be eligible for a wetlands enhancement grant in conjunction with the proposed new library. A determination will be made after the May election.

### Youth Forum

The after-school program offered at Twality and Fowler Middle Schools is currently funded through grants that may not be available next fall. The existing program serves a number of students without other after-school activity options. Staff is working with the school district to identify possible grant opportunities that Randall may be able to pursue.

### Grant Trends

The major focus of federal grants is still on homeland security. A number of opportunities for fire departments have been announced in the last few months.

### Status of Contract

The contract with Randall Funding and Development expires on June 12 unless it is extended. Staff has asked Randall to submit, in writing, options for how to proceed should the City elect to extend the contract. The information is due to the City by April 30.



# PROCLAMATION

## NATIONAL POLICE WEEK

Week of May 12 - 18, 2002

## POLICE MEMORIAL DAY

May 15, 2002

WHEREAS, The Congress of the United States of America has designated the week of May 15th to be dedicated as "National Police Week" and May 15th of each year to be "Police Memorial Day;" and

WHEREAS, The law enforcement officers are our guardian of life and property, defenders of the individual right to be free men, warriors in the war against crime and dedicated to the preservation of life, liberty and the pursuit of happiness; and

WHEREAS, The City of Tigard desires to honor the valor, service and dedication of its own police officers; and

WHEREAS, it is known that every 57 hours an American Police Officer will be killed in the line of duty somewhere in the United States and 187 officers will be seriously assaulted in the performance of their duties, our community joins with other cities and towns to honor all peace officers everywhere; and

NOW, THEREFORE BE IT RESOLVED THAT I, Jim Griffith, Mayor of the City of Tigard, Oregon, do hereby proclaim the

*week of May 12 to May 18, 2002 as NATIONAL POLICE WEEK*

*and May 15, 2002 as POLICE MEMORIAL DAY*

in Tigard, Oregon and call upon all our citizens in this community to especially honor and show our sincere appreciation for the police officers of the City by deed, remark and attitude. I call upon all our citizens to make every effort to express their thanks to our men and women who make it possible for us to leave our homes knowing they are protected by men and women willing to sacrifice their lives if necessary, to guard our loved ones, property and government against all who would violate the law.

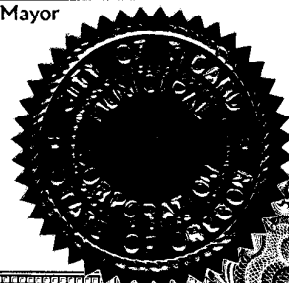
Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2002.

IN WITNESS HEREOF, I have hereunto set my hand and caused the Seal of the City of Tigard to be affixed.

James Griffith, Mayor  
City of Tigard

Attest:

\_\_\_\_\_  
City Recorder



# PROCLAMATION

## Be Kind to Animals Week

**WHEREAS**, Oregonians benefit tremendously from our animal friends, who give us companionship and great pleasure in our daily lives; and

**WHEREAS**, we have a firm responsibility to protect these fellow creatures from need, pain, fear and suffering; and

**WHEREAS**, we recognize that teaching attitudes of kindness, consideration and respect for all living things through humane education in the schools and the community helps to provide the basic values on which a humane and civilized society is built; and

**WHEREAS**, we are deeply indebted to the Oregon Humane Society for 134 years of invaluable service in caring for homeless animals, instilling human values in our children through education programs, and promoting a true working spirit of kindness and consideration for animals in the hearts and minds of all people; and

**WHEREAS**, we depend greatly upon our animal control agencies, veterinarians and other organizations that provide humane care for animals; and

**WHEREAS**, May 5 – 11, 2002 is set aside to observe nationally the philosophy of kindness to animals.

**NOW THEREFORE BE IT RESOLVED THAT I**, Mayor James Griffith of the City of Tigard, Oregon, do hereby proclaim the week of May 5 – 11, 2002 as

## Be Kind to Animals Week

in Tigard, Oregon and urge our citizens, businesses and organizations to join in this observance.

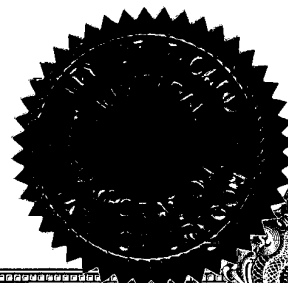
Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the City of Tigard to be affixed.

James Griffith, Mayor  
City of Tigard

Attest:

\_\_\_\_\_  
City Recorder



COUNCIL MINUTES  
TIGARD CITY COUNCIL WORKSHOP MEETING  
FEBRUARY 19, 2002

1. WORKSHOP MEETING

- 1.1 Mayor Griffith called the meeting to order at 6:35 p.m.
- 1.2 Roll Call: Mayor Griffith; Councilors Dirksen, Moore, Patton, and Scheckla
- 1.3 Pledge of Allegiance
- 1.4 Council Communications & Liaison Reports: None
- 1.5 Call to Council and Staff for Non Agenda Items: None

2. UPDATE ON THE PROPOSED LOCAL OPTION LEVY FOR WASHINGTON COUNTY COOPERATIVE LIBRARY SERVICES

Library Director Margaret Barnes presented this agenda item. A proposed local option levy may be on the ballot in 2002 for a countywide operational levy. Concerns expressed previously by the City Council were relayed to the Cooperative Library Advisory Board; similar concerns were also expressed by other jurisdictions. A revised levy proposal and more information will be released in about a month.

Discussion followed about what cities and areas have new or renovated libraries. Also discussed was the need to replace reserve funds that have been used to fund operations.

If the proposed levy does not pass, then each city or jurisdiction will need to analyze and prioritize services. This could affect hours of operation, new purchases to add to collections, or programs offered.

There was discussion on the distribution of funds from WCCLS, which is now determined by a formula based on circulation statistics.

3. JOINT MEETING WITH THE PLANNING COMMISSION

- Staff Report: Community Development Staff

Planning Commission members present: Mark Padgett and Jodie Bienerth

Discussion Topics:

- a. The Role of the Planning Commission

Mayor Griffith noted it would be helpful if there was an indication in the minutes why the Commissioners were casting their votes for or against an issue.

There was discussion on the urban growth boundary and the Urban Services Agreement with Washington County.

b. The Role of Board and Committee Members and Volunteers

Assistant to the City Manager reviewed staff's efforts to identify the difference between city volunteers and community volunteers. This becomes significant for worker's compensation matters since the City pays worker's compensation for City volunteers.

There was brief discussion on Planning Commission membership. In response to a question from Councilor Scheckla, staff will send out information regarding Planning Commission rules regarding how many Commissioners may live outside the City.

c. Policy regarding Private Streets

Planning Commission Chair Mark Padgett advised "private streets" have been a "hot topic" for the Commission. He said the Commission does not have much leeway with regard to Code specifications for private streets. He noted the Planning Commission's reluctance to approve private streets if the only reason is to allow a development of higher density. The Fire Department reviews any requests for private streets or gates.

d. Update on Commuter Rail

Mayor Griffith outlined his concerns about planning for the downtown area, which has been identified as a site for a commuter rail station. He would like one or two Planning Commissioners to serve on a committee to review and make recommendations on this matter.

There was discussion about the possibilities and potential enhancements that could be implemented with the coming commuter rail station in the downtown area.

Community Development Director Hendryx said the County is applying for a grant through the State Economic Development

program. The County is asking for \$1.1 million to offset the local government match for commuter rail construction.

The Washington Square station location has not been finalized.

e. Urban Growth Boundary Expansion (UGB)

Planning Manager Shields and Community Development Director Hendryx gave an update on this item. Metro is beginning the input process to determine where the UGB should be expanded. Metro is scheduled to make a final decision by the end of this year. It is possible that the UGB may be expanded in the Bull Mountain/King City area. The City of Tigard would likely be the jurisdiction responsible for the planning in this area.

There was discussion regarding recent reports that Metro will propose a ballot measure to counter a measure proposed by Oregonians in Action regarding limiting density requirements. Community Development Director Hendryx had distributed a memo to the City Council with information about this Metro action. Discussion followed where it was noted that Metro's proposed ballot title gave the appearance of undermining its current density requirements. Assistant to the City Manager Newton reported that Metro Presiding Officer Carl Hosticka would be appearing at next week's Council meeting during the Visitor's Agenda to clarify Metro's action.

f. City Affiliation regarding Ballot Measure Endorsement

Volunteers (including Board and Committee members) may not identify themselves as affiliated with the City when endorsing (or opposing) ballot measures.

4. DISCUSSION OF PROPOSED TITLE 3 CODE AMENDMENT

Associate Planner Roberts presented the staff report on this item. The staff report is on file with the City Recorder as are copies of the charts Mr. Roberts referred to during his presentation. This presentation gave the City Council background information about code amendments needed in order to comply with Title 3 of the Urban Growth Management Functional Plan required by Metro. A formal public hearing on the compliance amendments is set for March 26, 2002.

5. UPDATE ON METRO'S REGIONAL GOAL 5

Associate Planner Roberts presented the staff report on this item. The staff report is on file with the City Recorder as are copies of the charts Mr. Roberts referred to during his presentation. This presentation gave the City Council information on how the City is participating in the regional Goal 5 planning process.

6. DISCUSSION OF THE CITY'S AFFORDABLE HOUSING POLICY

Associate Planner Roberts presented the staff report on this item. The staff report is on file with the City Recorder as is a copy of the chart Mr. Roberts referred to during his presentation.

Council determined they would delay a decision on whether or not to fund the Countywide Housing Advocacy Group until after the Finance Director has an opportunity to review.

There was discussion about allowing affordable housing requests to come in at other times during the year than just during the budget cycle and to separate affordable housing from other social service requests.

Sydney Sherwood advised that the County Advisory Board is may purchase Bonita Villa and possibly partner with Community Partners for Affordable Housing.

With regard to setting a benchmark – a numeric housing production goal – some Council members indicated that “100” could be an acceptable number; however, it was noted that a benchmark would serve more as a political statement showing others that the City is taking affordable housing matters seriously, but it does not really matter whether there is a stated benchmark or not.

This agenda item will be dealt with during the budget process.

7. COUNCIL LIAISON REPORTS

Mayor Griffith has been selected as the Metro Policy Advisory Committee alternate for Washington County.

8. NON-AGENDA ITEMS: None

9. EXECUTIVE SESSION: Canceled

10. ADJOURNMENT: 8:45 p.m.

Attest:

\_\_\_\_\_  
Catherine Wheatley, City Recorder

\_\_\_\_\_  
Mayor, City of Tigard

Date: \_\_\_\_\_

MINUTES  
TIGARD CITY COUNCIL BUSINESS MEETING  
February 26, 2002

- STUDY SESSION

- Meeting was called to order at 6:36 p.m.
- Council Present: Mayor Griffith; Councilors Dirksen, Moore, Patton, and Scheckla

- > PREVIEW A REVISION TO CITYWIDE PERSONNEL POLICIES  
UPDATING FAMILY AND MEDICAL LEAVE

Human Resources Director Zodrow and Human Resources Senior Analyst Burbank introduced this agenda item. A copy of the staff report is on file in the City Recorder's office. Ms. Zodrow and Ms. Burbank previewed revisions to Resolution No 00-08, Citywide Policies to update the provisions for family and medical leave.

- > WASHINGTON SQUARE REGIONAL CENTER PLAN

It was noted the public hearing on the Washington Square Regional Plan was closed. Council decided it would allow testimony from Bill Adams including allowing him to submit his testimony if he is in attendance at tonight's business meeting. (The written testimony for Mr. Adams was submitted by attorney Ross Day and is dated February 26, 2002. This testimony is on file in the City Recorder's office). No other testimony will be allowed.

Mr. Hendryx advised that the findings include statewide goal information. (See memorandum dated February 26, 2002, from Community Development Director Hendryx to the Tigard City Council regarding "Findings on Statewide Goals" on file in the City Recorder's office.)

- > Council reviewed minor wording changes to the Joint Funding Agreement (Agenda Item 4.4); changes included adding Raleigh and Clackamas water agencies.
- > Council discussed a lunch to be held by Tualatin Valley Fire & Rescue on March 5, 2002.



- > City Manager Monahan briefly reviewed highlights of his recent USAid trip to Samarinda, Indonesia, and the memorandum of understanding developed to assist the City and County (Kutai) with local government services.

Meeting recessed at 7 p.m.

1. BUSINESS MEETING

- 1.1 Call to Order - City Council & Local Contract Review Board  
Mayor Griffith called the meeting to order at 7:33 p.m.
- 1.2 Roll Call: Mayor Griffith; Councilors Dirksen, Moore, Patton, and Scheckla.
- 1.3 Pledge of Allegiance
- 1.4 Council Communications & Liaison Reports: None
- 1.5 Call to Council and Staff for Non-Agenda Items: None

7:35 PM

2. VISITOR'S AGENDA

- Carl Hosticka, Metro Council Presiding Officer, 600 NE Grand Avenue, Portland, OR 97232, was present to clarify the intent of a Metro Council resolution referring a measure to the voters on the May ballot. This proposed measure would amend the Metro Charter to require the Metro Council to amend the Regional Framework Plan to support the character of identified inner and outer neighborhoods. (See February 19, 2002, letter on file in the City Recorder's office, which was written to the Mayor and City Council from Mr. Hosticka.) Brenda Bernard, Metro Senior Planner, was also present and described the difference between inner and outer neighborhoods. Council discussed the difficulty this type of ballot measure represents for the Council as it considers the Washington Square Regional Center: Metro states it supports regional centers and existing density criteria, yet the message of the ballot title is that Metro has strong concerns about existing neighborhoods.
- Jack Polans, SW Queen Victoria, King City, OR 97224, requested that Consent Agenda Item Nos. 4.3 and 4.4 be removed from the Consent Agenda and discussed separately. (These items were considered at the end of the meeting.)
- Dan Duffy (no address given) advised he was representing his neighborhood, which would like to be excluded from the Washington Square Regional Center plans. Mr. Duffy's neighborhood is located in Washington County (not in the City of Tigard).

- Steve Schopp, 10475 SW Helenius Road, Tualatin, OR 97062, said Mr. Hosticka's comments opened up the record on the Washington Square Regional Plan. He said that the proposed ballot title from Metro was done to oppose and defeat a ballot measure from Oregonians in Action.

3. PROCLAMATION – Mayor Griffith issued the following proclamation:

a. Days of Remembrance, April 7 – 14, 2002

4. CONSENT AGENDA: Motion by Councilor Moore, seconded by Councilor Scheckla, to adopt the Consent Agenda (with Item Nos. 4.3 and 4.4 pulled for consideration at the end of the meeting).

4.1 Approve Council Minutes for November 27, December 11, December 18, 2001 and January 8, 2002

4.2 Approve an Updated Lease with Loaves and Fishes for the Use of the Tigard Senior Center

The motion was approved by a unanimous vote of Council present:

Mayor Griffith	-	Yes
Councilor Dirksen	-	Yes
Councilor Moore	-	Yes
Councilor Patton	-	Yes
Councilor Scheckla	-	Yes

4.3 Adopt a Resolution Recognizing Transfer of Juvenile Caseload to the Municipal Court – Resolution No. 02 - \_\_\_\_\_ (*Considered at end of meeting.*)

4.4 Approve Bull Run Regional Drinking Water Agency Joint Funding Agreement (*Considered at end of meeting.*)

5. CONSIDER A RESOLUTION IMPLEMENTING THE WASHINGTON SQUARE REGIONAL CENTER PLAN, AND AN ORDINANCE AMENDING THE TIGARD COMPREHENSIVE PLAN AND MUNICIPAL CODE

a. Staff Report: Community Development Department

The public record was opened for the narrow purpose of accepting a letter from Mr. Ross Day, attorney for Mr. Bill Adams. The February 26, 2002, letter is on file in the City Recorder's office.

Mr. Bill Adams, 7889 SW Birdshill Court, Portland, OR 97223, outlined his concerns with the "downzoning" of his property because of the MUR-2 requirements that both business and residential components must be available in this zone's developments.

Community Development Director Hendryx reviewed the issues raised during previous public testimony. These issues were addressed in a February 1, 2002, memorandum to Council, which is on file in the City Recorder's office.

Community Development Director Hendryx confirmed that Beaverton and Washington County will hold public hearings for the properties of the Washington Square Regional Center Plan that are in those jurisdictions.

City Attorney Ramis responded to the earlier comment (Schopp – Visitor's Agenda) that comments from Metro Councilor Hosticka constituted opening the public record. Mr. Ramis advised that the comments from the Metro Hosticka are not part of this record, nor will they be part of the consideration by Council. The information presented by staff was not new material.

There was further discussion on zoning and the boundaries affected by the Plan.

- b. Staff Recommendation: To implement the Washington Square Regional Plan, Comprehensive Plan, and Development Code Amendments (proposed resolution). To adopt the Comprehensive Plan and Development Code amendments (proposed ordinance).

- c. Council Discussion

Council Patton noted issues she had about upzoning in the floodplain and wetland areas. She noted her concern that mitigation of wetlands does not have to take place in the same area that has been impacted. She said she was pleased that the impacts to existing residential area were limited. She said she was troubled where there were requirements that commercial areas must also try to find room for residential use. She noted that infrastructure funding cannot be implemented up front, but there is a blueprint contained in the Plan outlining what is needed. The Plan makes no assumptions about

were funding should come from and she noted it is difficult to anticipate availability of state or federal funding. She said the bottom line is that a Plan is needed and she thinks this is a good Plan. She said areas that needed closer scrutiny included the upzoning in the flood plain and the changes proposed for requiring residential uses that were predominantly commercial before.

Councilor Scheckla noted his agreement with Council Patton's remarks.

Councilor Dirksen agreed that this is a blueprint that can be implemented when a property owner chooses to develop in this area. This won't happen "tomorrow" – it's a 20-year plan.

Councilor Moore thanked the Task Force and the Subcommittees for their work. He agreed with Councilor Dirksen in that this area will redevelop in time and it's important to have a plan for an organized redevelopment. He referred to the process that was done to create this plan, including the recommendation by the Task Force and the Planning Commission. He said the Plan represents a "living document" that can be adjusted as needed.

Mayor Griffith also noted agreement with Councilor Dirksen's comments about the Plan being implemented only as property owners decide to develop. He also agreed it was important to have a plan in place.

Councilor Scheckla referred to some potential new "vertical zoning" applications that could be of benefit to the area. He recommended the Council take a slower approach in order to eliminate any potential hardships.

Community Development Director explained building within wetland areas and how densities are computed. The Plan offers flexibility to lessen standards if the development will impact or eliminate wetlands. The zoning meets density targets and establishing minimum densities is important. In response to Councilor Patton, Community Development Director advised that, if parts of the Plan are not workable, then the Council could reevaluate and changes could be made to the Plan.

Motion by Councilor Dirksen, seconded by Councilor Moore, to forward a letter to the City of Beaverton and Washington County that when they consider the Plan they consider excluding areas in which zoning is not affected.

The motion was approved by a unanimous vote of Council present:

Mayor Griffith	-	Yes
Councilor Dirksen	-	Yes
Councilor Moore	-	Yes
Councilor Patton	-	Yes
Councilor Scheckla	-	Yes

- d. Motion by Councilor Moore, seconded by Councilor Dirksen, to adopt Resolution No. 02-12, with the revised findings as submitted by staff.

RESOLUTION NO. 02-12 – A RESOLUTION IMPLEMENTING THE WASHINGTON SQUARE REGIONAL CENTER PLAN INCLUDING ZONING, DEVELOPMENT CODE, AND COMPREHENSIVE PLAN AMENDMENTS ADOPTED PREVIOUSLY BY ORDINANCE NO. 00-18.

The motion was approved by a majority (4-1) vote of Council present:

Mayor Griffith	-	Yes
Councilor Dirksen	-	Yes
Councilor Moore	-	Yes
Councilor Patton	-	Yes
Councilor Scheckla	-	No

- e. Motion by Councilor Moore, seconded by Councilor Dirksen, to adopt Ordinance No. 02-12, with the revised findings as submitted by staff.

ORDINANCE NO. 02-12 – AN ORDINANCE ADOPTING THE COMPREHENSIVE PLAN AND DEVELOPMENT CODE CHANGES FOR THE WASHINGTON SQUARE REGIONAL CENTER (CPA 2001-00002/ZOA 2001-00002).

The motion was approved by a majority (4-1) vote of Council present:

Mayor Griffith	-	Yes
Councilor Dirksen	-	Yes
Councilor Moore	-	Yes
Councilor Patton	-	Yes
Councilor Scheckla	-	No

Council meeting recessed: 9:55 p.m.

Council meeting reconvened 10:09 p.m.

6. UPDATE FROM THE NEW TIGARD LIBRARY CONSTRUCTION COMMITTEE

Library Director Margaret Barnes presented the staff report, which is on file with the City Recorder.

7. UPDATE ON INSURANCE OPTIONS

Risk Manager Loreen Mills and JBL&K's Public Entity Division Manager Ron Graybeal presented the update to the City Council. A summary of the information reviewed with regard to the self-insurance review is on file in the City Recorder's office. The conclusion of the review was that the City should remain traditionally insured.

8. OVERVIEW OF THE CITY'S ENGINEERING DEPARTMENT (This item was set over to the March 26, 2002, City Council meeting.)

> 3) CONSENT AGENDA ITEMS (Continued from earlier in the meeting – See Page

4.3 Adopt a Resolution Recognizing Transfer of Juvenile Caseload to the Municipal Court – Resolution No. 02 – 13

City Manager Monahan reviewed previous Council discussions on this matter. In response to questions from Mr. Jack Polans, Councilor Patton reviewed the advantages for the City of Tigard to consider some juvenile cases in the Municipal Court. Costs for this transfer will be absorbed in the current budget.

Motion by Councilor Moore, seconded by Councilor Scheckla to adopt Resolution No. 02-13.

RESOLUTION NO. 02-13 – A RESOLUTION RECOGNIZING THE TRANSFER OF LIMITED JUVENILE CASELOAD FROM THE WASHINGTON COUNTY JUVENILE DEPARTMENT TO THE TIGARD MUNICIPAL COURT.

The motion was approved by a unanimous vote of Council present:

Mayor Griffith	-	Yes
Councilor Dirksen	-	Yes
Councilor Moore	-	Yes
Councilor Patton	-	Yes
Councilor Scheckla	-	Yes

4.4 Approve Bull Run Regional Drinking Water Agency Joint Funding Agreement

For the benefit of Mr. Jack Polans who asked for clarification on this agenda item, Councilor Patton and Public Works Director Wegner reviewed the history of this agenda item, which had been before the Council several times for discussion. The purpose of the agreement is to explore the feasibility to form a regional drinking water agency.

Motion by Councilor Patton, seconded by Councilor Scheckla to approve the joint funding agreement.

The motion was approved by a unanimous vote of Council present:

Mayor Griffith	-	Yes
Councilor Dirksen	-	Yes
Councilor Moore	-	Yes
Councilor Patton	-	Yes
Councilor Scheckla	-	Yes

9. COUNCIL LIAISON REPORTS: None

10. NON AGENDA ITEMS: None

11. EXECUTIVE SESSION: Canceled

12. ADJOURNMENT: 10:44 PM

Attest:

\_\_\_\_\_  
Catherine Wheatley, City Recorder

\_\_\_\_\_  
Mayor, City of Tigard

Date: \_\_\_\_\_

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MINUTES  
TIGARD CITY COUNCIL BUSINESS MEETING  
March 12, 2002

- STUDY SESSION

- Meeting was called to order at 6:34 p.m.
- Council Present: Mayor Griffith; Councilors Dirksen, Moore, Patton, and Scheckla

- > DISCUSSION AND REVIEW OF COMMUNITY EVENTS FUNDING REQUESTS

- Finance Director Prosser and City Manager presented information on this agenda item to the City Council. A March 1, 2002, memorandum to the Mayor and Council from Mr. Prosser on this matter is on file in the City Recorder's office.

The Council reviewed each of the requests for Community Event Grants, with the following to be forwarded to the Budget Committee as a recommendation:

1. ART Resources of Tigard – recommended one-half of the amount requested: \$3,750.
2. Broadway Rose: \$10,000 (sponsorship agreement)
3. Festival of Balloons: \$10,000 (sponsorship agreement)
4. Tigard Blast: \$5,000
5. Tigard 4<sup>th</sup> of July: \$7,500 (sponsorship agreement)
6. Tigard Graduation Celebration: \$750
7. Tigard Recreation Association: -0-
8. Tualatin Riverkeepers: \$2,000 plus in-kind services capped at \$500
9. Tualatin Valley Community Band: \$1,850

- > ADMINISTRATIVE ITEMS:

- Distribution of Council's e-mail and "traditional e-mail." After brief discussion, it was determined that the City Recorder will forward (electronically) e-mails received for the Mayor and Council to the Council. Councilor Scheckla does not have a home e-mail address; therefore, the City Recorder will either fax or place a copy of the e-

mail in his twice-weekly mail packet. All traditional mail is forwarded to the Council in a packet twice a week (Tuesday and Friday).

- Library Bond Information – Library Director Barnes reviewed a March 12, 2002 memorandum regarding informational publications about the new library. This memorandum contained a staff recommendation regarding the types of publications the City may want to produce. After discussion, consensus of Council was to proceed as recommended by staff.
- City Attorney Review – a March 12, 2002, memorandum from Assistant to the City Manager Newton was distributed to the Council. Council will advise the City Manager if additional information is needed.
- Council reviewed a request for a 20-minute presentation with the Washington County Task Force representatives regarding an event center at the fairgrounds. Council consensus that this presentation could be scheduled at the May Council workshop meeting.
- Councilor Moore advised that he would not be present at the March 19 Council workshop meeting.

Study meeting recessed: 7:26 p.m. (Remaining Study Session items were discussed after the Business Meeting)

- EXECUTIVE SESSION: Canceled.

## 1. BUSINESS MEETING

- 1.1 Call to Order - City Council & Local Contract Review Board  
Mayor Griffith called the meeting to order at 7:34 p.m.
- 1.2 Roll Call: Mayor Griffith; Councilors Dirksen, Moore, Patton, and Scheckla
- 1.3 Pledge of Allegiance
- 1.4 Council Communications & Liaison Reports: None
- 1.5 Call to Council and Staff for Non-Agenda Items: None

## 2. VISITOR'S AGENDA

- Tigard High School Student Envoy Nathan Leamy presented a report to the City Council. A copy of his written report is on file in the City Recorder's office.
- Jack Polans, 16000 SW Queen Victoria, referred to recent activities regarding the King City police department. In response to remarks from Mr. Polans, Councilor Patton explained the activities regarding the regional drinking water

study. She advised Mr. Polans that the King City Mayor represents King City at the Intergovernmental Water Board.

- Mark Mahon, 11310 SW 91<sup>st</sup> Court, Tigard, distributed information about activities to support the proposed new library. He also referred to a website, where information can be obtained about the Citizens for a New Tigard Library: [www.yeson.34-74.org](http://www.yeson.34-74.org).

3. PROCLAMATIONS: Mayor Griffith proclaimed the following:
  - a. National Community Development Week, April 1 –7, 2002
  - b. Declaring Tigard High School Marching Band and Tigerette Dance Team as the Official City of Tigard Ambassadors to New York City
4. CONSENT AGENDA: Motion by Councilor Scheckla, seconded by Councilor Patton, to adopt the Consent Agenda as follows:
  - 4.1 Approve Council Minutes for October 15, 2001 and January 14 and 15, 2002
  - 4.2 Receive and File:
    - a. Council Calendar
    - b. Tentative Agenda
  - 4.3 Revise Resolution No. 00-08, Citywide Personnel Policies, Updating Family and Medical Leave Article No. 55-0 – Resolution No. 02 - 14
  - 4.4 Adopt a Resolution Authorizing the City Manager to Sign a Dedication Deed Dedicating Additional Rights-of-Way at SW North Dakota Street and SW 115<sup>th</sup> Avenue, SW Walnut Street and SW Tiedeman Street, and SW Gaarde Street – Resolution No. 02 - 15
  - 4.5 Adopt a Resolution Approving Year Twelve of the Washington County Wasteshed Waste Reduction Plan and to Adopt an Intergovernmental Agreement with Washington County – Resolution No. 02 - 16
  - 4.6 Local Contract Review Board
    - a. Award Engineering Services Contracts to Westlake Consultants for 121<sup>st</sup> Avenue and to CESNW Consultants for Walnut Street Improvements

The motion was approved by a unanimous vote of Council present:

Mayor Griffith	-	Yes
Councilor Dirksen	-	Yes
Councilor Moore	-	Yes
Councilor Patton	-	Yes
Councilor Scheckla	-	Yes

5. PUBLIC HEARING (LEGISLATIVE) TO CONSIDER AN ORDINANCE AMENDING THE TIGARD COMMUNITY DEVELOPMENT CODE TO ALLOW FOR MORE FLEXIBILITY PERTAINING TO PARKING REQUIREMENTS FOR RELIGIOUS INSTITUTIONS AND JOINT PARKING THROUGHOUT THE CITY OF TIGARD – (ZOA2001-00003)

**REQUEST:** A request to review and amend the Religious Institution parking requirements within the Tigard Community Development Code to allow for more flexibility. The request revolves around the required seating that is currently imposed on the development of Religious Institutions within the City of Tigard. The current proposal involves three components:

- ♦ Changing the requirement from one space for every two seats, to one space for every 3-4 seats;
- ♦ Allowing shared parking to occur up to 500 feet from the property line for all uses;
- ♦ Allowing some on-street parking to occur where streets are designed and physically improved to accommodate such parking.

**LOCATION:** Citywide. **ZONE:** N/A **APPLICABLE REVIEW CRITERIA:** **Statewide** Planning Goals 1 and 2; Comprehensive Plan Policies 1.1.1, 2.1.1, 2.1.2 and 2.1.3; and Community Development Code Chapters 18.380, 18.390 and 18.765.

- a. Mayor Griffith opened the public hearing.
- b. Community Development Director introduced this agenda item and Associate Planner Kilby presented the staff report.
- c. Public Testimony
  - Father Leslie Sieg, 13665 SW Fern Street, Tigard, advised he is pastor of St. Anthony's Church. Fr. Sieg spoke in favor of the proposed amendments advising this was a good compromise for those who had been concerned about the present requirements. He noted that if the amendments were approved, there would be less pavement required and churches would not have to buy as much property for parking.
  - Kelly Ford, 13975 SW 27<sup>th</sup> Street, Beaverton, advised he is an attorney for Westgate Baptist Church. He referred to a study conducted by this church, which indicated the ratio of parking needed was not as great as what was currently being required by Tigard's code. He thanked the staff for their hard work on the proposed amendments and agreed that these amendments were a good compromise.
  - Jack Polans, 16000 SW Queen Victoria, King City, also spoke in favor of the proposed amendments unless the Police Department or Tualatin Valley Fire & Rescue objects. Associate Planner Kilby confirmed that

all City departments and area agencies had reviewed the proposed amendments and had opportunity to comment.

- d. Mayor Griffith closed the public hearing.
- e. Associate Planner Kilby advised that staff recommended approval of the proposed amendments.
- f. The matter was discussed briefly by Council. All Council members indicated support of the proposed amendments, with the exception of Councilor Dirksen. Councilor Dirksen advised he would not vote on this matter since his church was considering expansion and he also lived near to a church property.
- g. Motion by Councilor Patton, seconded by Councilor Scheckla, to adopt Ordinance No. 02-13.

ORDINANCE NO. 02-13 – AN ORDINANCE AMENDING THE LANGUAGE OF THE TIGARD COMMUNITY DEVELOPMENT CODE TO ALLOW FOR MORE FLEXIBILITY PERTAINING TO PARKING REQUIREMENTS FOR RELIGIOUS INSTITUTIONS AND JOINT PARKING THROUGHOUT THE CITY OF TIGARD.

The motion was approved by a majority vote of Council present:

Mayor Griffith	-	Yes
Councilor Dirksen	-	Abstained
Councilor Moore	-	Yes
Councilor Patton	-	Yes
Councilor Scheckla	-	Yes

- 6. PUBLIC HEARING (INFORMATIONAL) TO CONSIDER ESTABLISHING SANITARY SEWER REIMBURSEMENT DISTRICT NO. 21 - ERROL AND FONNER STREETS
  - a. Mayor Griffith opened the public hearing.
  - b. Project Engineer Greg Berry presented the staff report, which is on file in the City Recorder's office.
  - c. Public Testimony
    - Tim Brandon, 12555 SW 112<sup>th</sup>, Tigard, commented that he thinks he understands the function of the reimbursement district. He advised he did not anticipate hooking up to the sewer right away.
  - d. Mayor Griffith closed the public hearing.
  - d. Project Engineer Berry recommended approval of the proposed resolution.
  - e. Council members discussed the project briefly and indicated their support of the proposal brought forward by staff.
  - g. Motion by Councilor Dirksen, seconded by Councilor Patton, to adopt Resolution No. 02-17

RESOLUTION NO. 02-17 – A RESOLUTION ESTABLISHING  
SANITARY SEWER REIMBURSEMENT DISTRICT NO. 21 (ERROL AND  
FONNER STREETS)

The motion was approved by a unanimous vote of Council present:

Mayor Griffith	-	Yes
Councilor Dirksen	-	Yes
Councilor Moore	-	Yes
Councilor Patton	-	Yes
Councilor Scheckla	-	Yes

7. PUBLIC HEARING (INFORMATIONAL) TO CONSIDER ESTABLISHING  
SANITARY SEWER REIMBURSEMENT DISTRICT NO. 22 - HOWARD DRIVE
- a. Mayor Griffith opened the public hearing.
  - b. Project Engineer Greg Berry presented the staff report, which is on file in the City Recorder's office.
  - c. Public Testimony
    - Richard Sverid, 11880 SW James Court, Tigard received clarification from Mr. Berry about the connection fee, the cost to reimburse the City for construction of the sewer line, and the monthly sewer fee.
    - Robert Niemeyer, 13200 SW Howard Drive, Tigard received clarification from Mr. Berry that he did not have to hook up to the sewer. The County Department of Environmental Services is the agency that determines whether or not a septic system is functioning satisfactorily. Mr. Berry also reviewed the project schedule.
    - Casey Savage, 10825 SW Fonner, Tigard, advised he is a resident of the previous sewer reimbursement district considered by Council (Agenda Item No. 6). Mr. Savage received clarification from Mr. Berry that an additional connection could be provided for his property.
  - d. Mayor Griffith closed the public hearing.
  - e. Motion by Councilor Patton, seconded by Councilor Scheckla to adopt Ordinance No. 02-18.

ORDINANCE NO. 02-18 – A RESOLUTION ESTABLISHING SANITARY  
SEWER REIMBURSEMENT DISTRICT NO. 22 (HOWARD DRIVE)

The motion was approved by a unanimous vote of Council present:

Mayor Griffith	-	Yes
Councilor Dirksen	-	Yes
Councilor Moore	-	Yes
Councilor Patton	-	Yes
Councilor Scheckla	-	Yes

8. UPDATE ON COOK PARK MASTER PLAN EXPANSION PHASE II

Property Manager Roy presented the staff report and PowerPoint slides, which are on file in the City Recorder's office. Mr. Roy reviewed with Council a map of Cook Park and the facilities included in the expansion. He also responded to a question about the high cost of the restrooms and advised how they would be constructed. The amount stated is an engineer's estimate.

9. DISCUSSION OF OPTIONS TO PAY ADDITIONAL CITY COSTS FOR THE 69<sup>TH</sup> AVENUE LOCAL IMPROVEMENT DISTRICT (LID)

- a. City Engineer Duenas presented the staff report, which is on file in the City Recorder's office.
- b. After discussion, Council members agreed with the staff's recommendation as contained in the February 26, 2002, memorandum from City Engineer Duenas and Finance Director Prosser. Staff will prepare an ordinance to spread the assessments for Council consideration on March 26, 2002.

10. CONSIDER AN ORDINANCE AMENDING CHAPTER 10.28 OF THE TIGARD MUNICIPAL CODE PERTAINING TO PARKING

- a. City Engineer Duenas presented the staff report, which is on file in the City Recorder's office.
- b. Motion by Councilor Dirksen, seconded by Councilor Patton, to adopt Ordinance No. 02-14

ORDINANCE NO. 02-14 – AN ORDINANCE AMENDMENT CHAPTER 10.28, PARKING, OF THE TIGARD MUNICIPAL CODE

The motion was approved by a unanimous vote of Council present:

Mayor Griffith	-	Yes
Councilor Dirksen	-	Yes
Councilor Moore	-	Yes
Councilor Patton	-	Yes
Councilor Scheckla	-	Yes

11. COUNCIL DISCUSSION OF OPTIONS REGARDING MUR-2 ZONING ISSUES  
RAISED DURING THE WASHINGTON SQUARE REGIONAL PLAN  
IMPLEMENTATION PUBLIC HEARING

Community Development Director Hendryx presented information as outlined in his March 6, 2002, memorandum to the Tigard City Council. A copy of the memorandum is on file in the City Recorder's office.

Council discussed the options as presented in Mr. Hendryx's memorandum. Consensus of Council was to proceed with the second option presented in the memorandum. City Attorney Ramis confirmed that this is not new information concerning the Washington Square Regional Plan matter. City Manager Monahan added that the Council would not be taking any action this evening that would affect the Washington Square Regional Plan.

Mr. Adams was present and noted his issues as he gets ready to develop property in the Washington Square Regional Plan area. Mr. Adams indicated he understood that he could either submit an application before March 28 (which is when the regulations on the Washington Square Regional Plan become effective) or he could wait for the process (which would take about four months) to take place on a Development Code change.

12. COUNCIL LIAISON REPORTS: None

13. NON AGENDA ITEMS: None

14. EXECUTIVE SESSION: Canceled.

Business meeting recessed at 9:30 p.m. and Council reconvened into Study Session at 9:34 p.m.

> STUDY SESSION (continued)

- City Manager reminded Council that they were to select the review format for the City Manager performance review on March 26, 2002.
- Election information was distributed as outlined in the Administrative Items for Review Agenda, which is on file in the City Recorder's office.
- Councilor Dirksen indicated he would be gone from July 9 – August 9, 2002.
- The Shining Stars Banquet, hosted by the Chamber of Commerce was discussed. All Council members indicated they would attend.
- No one from the Council would be able to attend the retirement celebration for Dick Townsend of the League of Oregon Cities.



- The library's volunteer recognition will be on April 25 at 6 p.m. Friends of the Library will have a book sale on April 26 and 27.

15. ADJOURNMENT: 9:44 p.m.

Attest:

\_\_\_\_\_  
Catherine Wheatley, City Recorder

\_\_\_\_\_  
Mayor, City of Tigard

Date: \_\_\_\_\_

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AGENDA ITEM # \_\_\_\_\_  
FOR AGENDA OF April 23, 2002

CITY OF TIGARD, OREGON  
COUNCIL AGENDA ITEM SUMMARY

ISSUE/AGENDA TITLE Receive and File: Council Goal Update

PREPARED BY: C.Wheatley DEPT HEAD OK \_\_\_\_\_ CITY MGR OK \_\_\_\_\_

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ISSUE BEFORE THE COUNCIL

Update on the progress of the Council goals for the first quarter of 2002.

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STAFF RECOMMENDATION

Receive and file the update.

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INFORMATION SUMMARY

Attached are brief summaries of the progress made in the first quarter of 2002 on the Council goals developed by the Council in January 2002.

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OTHER ALTERNATIVES CONSIDERED

N/A

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VISION TASK FORCE GOAL AND ACTION COMMITTEE STRATEGY

Visioning goals are identified throughout the goals and tasks developed by the City Council.

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FISCAL NOTES

N/A



## Q-1, 2002 Update Tigard City Council Goals

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GOAL 1—TRANSPORTATION

GOAL 2—PARKS & RECREATION

GOAL 3—DOWNTOWN

GOAL 4—WATER

GOAL 5—GROWTH MANAGEMENT

GOAL 6—LIBRARY

GOAL 7—COMMUNICATION

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In consideration of the 2002 Goals, the City Council stated the following:

“The present state of the economy is a concern that could impact the council’s completion of the 2002 Goals. Each of the 2002 Goals could be impacted if the state, federal, or local economic situation results in a decrease in available funds for Tigard operations and projects.”

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## **Engineering/Community Development: Gus/Jim**

### **GOAL 1: TRANSPORTATION**

- A. Explore funding sources for transportation needs. Funding for maintenance and capital are needed for the following—
  - 1. Roads
  - 2. Trails/Bicycles
  - 3. Pedestrian Safety (Sidewalks, streetlights, crosswalks)
  - 4. Bridges
- B. Work with Tri-Met to develop intra-city bus service and Park-and-Ride locations.
- C. Work with ODOT on state-funded facilities.

#### **Q-1, April 2002 Update**

##### **Goal 1.A.1. Roads**

The Transportation Financing Strategies Task Force met on February 21<sup>st</sup> and approved the draft Street Maintenance Fee Study Report with modifications. The Task Force recommendations were presented to City Council at the March 19, 2002 Workshop Session. The Task Force recommended meetings with major businesses that would be the most affected before Council decides on whether or not to implement the fee. After presentation and discussion, Council directed staff and the Task Force to conduct meetings with those businesses to explain all relevant aspects of the fee and to answer any questions that may arise. This process will occur during the next few months.

The following are the next steps for possible implementation of the Street Maintenance Fee—

- April through June 2002: Meetings with some of the commercial entities that would be charged the most based on our fee calculations
- July 2002: Bring back Street Maintenance Fee to Council for further discussion and direction
- August/September 2002: Take action to implement fee if that is the Council direction.

The Task Force will continue to meet this calendar year to explore alternative sources of funding for major street improvements. Potential sources could become feasible with the implementation of the Street Maintenance Fee. State gas tax funds freed up by the Fee could be used to float revenue bonds or obtain a loan from the Oregon Infrastructure Bank for the construction of major street projects.



**Q-1, April Update**  
**GOAL 1.A.1. cont'd.**

**Goal 1.A.2-3.**

State gas tax funds freed up by the Street Maintenance Fee could be used to construct new sidewalk at key locations, install embedded crosswalk lighting at selected locations, and provide for installation of new street lights on collectors and at critical intersections lacking that lighting. These are all projects that cannot now be programmed because of the lack of funds.

**Goal 1.B.**

Provided information on potential bus stops and existing infrastructure at those locations to the Community Development Department for the review of potential transit service in the City. Will continue to work throughout the calendar year with the Community Development Department in providing information to support requests to Tri-Met for intra-City service, and for enhancement of service on existing routes.

Transit Action Plan inventory and preliminary prioritization is complete. Waiting for census data on low-income population to finalize prioritization and analysis. Will be discussing Action Plan and program development with Tri-Met. Anticipate bringing Action Plan to Council for review and adoption in late Summer.

**Goal 1.C.**

Notified ODOT of observed discrepancies or problems within the state facilities as follows:

- Reported faded striping on the Highway 217 overpass on Greenburg Road to ODOT. ODOT responded by stating the work would be added to their striping program. The work has not yet been performed. We will follow up with ODOT verbally and in writing until the problem is resolved.
- Requested restriping of the crosswalk on Hall Boulevard on the southbound approach adjacent to the Safeway store. The existing crosswalk markings were removed when ODOT resurfaced that intersection approach. This was requested over 3 months ago and has been turned over to ODOT maintenance for action. The work has not yet been performed.
- Submitted the expansion of Hall Boulevard to 5 lanes from Highway 99W to Durham Road for the \$400 ODOT bond issue. The project was rated 16<sup>th</sup> in the final ratings and did not make the list for implementation. We will continue to look for opportunities to support the upgrading of ODOT facilities such as Hall Boulevard, Highway 217 and Highway 99W.



Community Development/Public Works: Jim/Ed

**GOAL 2: PARKS AND RECREATION**

- A. Complete master plans for city parks (Summerlake, Fanno Creek Park expansion, Dog Park, etc.)
- B. Continue to work with and support the Youth Forum and youth activities (before and after school programs, Skateboard Park Committee).

**Q-1, April 2002 Update**

**Goal 2.A. Summerlake Park**

There have been four (4) Park Master Plan community, public input meetings pertaining to the Summerlake Park Master Plan (September 30, 1999, November 18, 1999, October 4, 2001 and December 5, 2001). Approximately twenty-five (25) people attended each meeting. The public input process has been completed and has resulted in the development of a proposed Summerlake Park Master Plan, which will be presented to the City Council for approval during the next quarter

The first project, if approved by City Council, will be the addition of an off-leash dog area. The development of the rest of the park, if approved by the City Council, will begin in FY 2003-04. The remaining proposed projects are: site preparation, irrigation systems, renovation of the existing ball field, parking, two children's playgrounds, water play area, pathways, covered picnic tables, landscaping, restroom, and a new maintenance building. The cost estimate for the proposed projects is \$801,020 (does not include maintenance building).

**Cook Park**

Cook Park expansion, phase one development, has been completed. Projects completed are: parking lot, 85<sup>th</sup> Avenue emergency access road, gazebo, butterfly meadow, sports fields, landscaping, and trails. Phase two development projects include the following: picnic shelter, tot lot playground, restroom facility, restroom/concession facility, maintenance building, additional parking, and infrastructure. Phase two has been awarded and construction will begin in April and be completed in November.

**Woodard Park,**

New development at Woodard Park will consist of a tot lot, playground, and picnic shelter. The tot lot and picnic shelter will be installed this fiscal year. The playground will be installed in FY 2002-03.



**Q-1, April 2002 Update  
GOAL 2.A. cont'd.**

**Dog Park,**

The Coe Manufacturing site has been mapped by City engineering and cost estimates are currently being put together. The formal agreement with the landowner has been signed. As set forth in the agreement with the owner, the name of the Dog Park will be "Potso Dog Park". The name is in honor of the General Manager's dog.

A site design meeting was conducted with the Dog Park Committee on January 7. Design interests focused on perimeter fencing & gates, entry area, signage, furnishings (picnic tables and benches), identification of parking spaces, interior perimeter mulched path, smaller interior fenced area for small dogs and puppies, drinking area for dogs and landscaping. The conditional use permit hearing is scheduled for April 15. Construction will begin as soon as the conditional use permit process is complete. Construction is scheduled to be completed, and will be opened to the public by June 15.

**Summerlake Park**

Continue to work with and support the Youth Forum and youth activities (before and after school programs, Skateboard Park Task Force).

**Skateboard Park Task Force**

Recent meetings of the Task Force have focused on the site-design/cost estimate process. On February 20, a general membership meeting was conducted. Approximately 80 people attended the meeting. The kids that attended the meeting participated in an exercise to determine what type of features they wanted to see in the Skateboard Park. An RFP to secure architectural design services was prepared and released on February 20. The city received five responses and they are currently being reviewed. It is anticipated that an architect will be hired no later than May 27. The architect-led design process will take eight to ten weeks to complete and will consist of three public meetings which will be widely publicized.

**Goal 2.B. Continue to work with and support the Youth Forum and youth activities (before and after-school programs, Skateboard Park Committee).**

An expanded after-school program started at Twality Middle School on January 14. Representatives from the League of Oregon Cities, Washington County and the City of Tualatin spoke to the Youth Forum at the February 12 meeting about Youth Advisory Councils. The Youth Forum will pursue formation of a Youth Advisory Council in the coming months. The expanded after-school program is being offered at Fowler as well as at Twality until the end of the school year. Grant sources are being explored to continue the program in September.



Community Development: Jim

**GOAL 3: DOWNTOWN**

- A.** Plan for the commuter rail station.
- B.** Review zoning and comprehensive plan standards in the downtown.
- C.** Work in conjunction with the Tigard Central Business District Association, Tigard Area Chamber of Commerce, and other interest groups on a downtown redevelopment plan.

**Q-1, April 2002 Update**

**Goal 3.A.B.C.**

Staff is preparing a presentation on key issues related to downtown planning efforts for the May 8<sup>th</sup> Blue Ribbon Task Force.





Public Works: Ed

**GOAL 4: WATER**

- A. Continue to evaluate options for a long-term water supply.

**Q-1, April 2002 Update**

**Goal 4.A.**

**Bull Run Regional Drinking Water Agency**

Phase 2 of the study is underway. A consulting team of MS/ I.G.& CH2MHill have been selected by the 14 participating agencies to address those questions and issues that were recommended for further study in Phase 1. The Technical Advisory Committee chaired by Ed Wegner meets weekly and the Policy Steering Committee meets monthly to keep the project moving toward the August/September date for completion of the report. Once the four work groups get further along, we will update the IWB and City Council on areas of governance/legal, finance, engineering and public involvement.

**Joint Water Commission**

Our intertie with Beaverton should be completed by mid summer, and judging by the current filling pattern of the Scoggins reservoir, we should be able to purchase summer surplus water from the JWC. The feasibility study for the Tualatin Basin is moving forward. We have set the evaluation criteria and are now looking at the list of alternatives. This spring and summer the consultant will do the field work portion of the study.



Community Development/Administration: Jim/Liz

**GOAL 5: GROWTH MANAGEMENT**

- A. Continue to evaluate the results of the Bull Mountain study and discuss the findings with the residents. Cooperatively develop a course of action.
- B. Monitor the progress of the Durham Quarry development, receiving regular council updates.
- C. Consider ways to support the provision of affordable housing.
- D. Actively support implementation of the Washington Square Regional Center Plan.
- E. Evaluate the need and feasibility of having the Tigard Post Office Branch become the Tigard Post Office.

**Q-1, April 2002 Update**

**Goal 5.A.**

Staff is working with Washington County to develop a scope of work and public outreach, including a value poll, for an annexation plan.

**Goal 5.B.**

In March, Council reviewed and signed the intergovernmental agreement with Tualatin and Washington County.

**Goal 5.C.**

On February 19, Council discussed the adoption of new strategies to encourage affordable housing. Council decided to consider the creation of a special fund or set-aside to offset fees and charges imposed on affordable housing development as a part of the regular budget process. Council also decided to consider the allocation of \$500 to continue the City's membership in the Housing Advocacy Group (HAG).

**Goal 5.D.**

Staff is developing a Washington Square Regional Center Implementation Program. The internal funding group meets monthly to develop a funding strategy program for Council review by July.



Library: Margaret

**GOAL 6: LIBRARY**

- A. Council members will individually support promotion of the library construction bond.

**Q-1, April 2002 Update**

**Goal 6.A.**

- Council members have participated in several presentations about the new library to groups and organizations throughout Tigard.
- Several Council members took part in the library site master plan meeting for the community on March 5.
- Mayor Griffith featured the new library project presentation at his Blue Ribbon Task Force meeting in March.
- Councilor Patton participated in an editorial board meeting with the *Tigard Times*, along with the City Manager, the Library Director and a citizen member of the New Tigard Library Construction Committee.
- Through public meetings with the Construction Committee and the Library Board, Council members have helped focus public attention on the bond measure and proposed new library.
- Council members, both individually and as a group, have advanced the City's public information efforts through televised programs on TVCA.



Administration: Liz

**GOAL 7: COMMUNICATION**

- A. Continue to meet with local, county, regional and state partners.
- B. Continue to improve and expand communication with Tigard citizens through the CIT program, Cityscape, Website, cable, media, Community Connectors, and other means.
- C. Support English-as-a-Second-Language programs in Tigard.

**Q-1, April 2002 Update**

**Goal 7.A.**

Annual meetings are scheduled with the Budget Committee, Planning Commission, Library Board, School District Board, Senior Center Board, and Tualatin Valley Fire and Rescue District Board. The Tigard High School Student Envoy reports to Council at the first meeting each month on school activities. The State Representative and Senator give periodic updates to the City Council over cable television, more often during the legislative session. During the last quarter, the Council met with the Planning Commission and the Library Board.

**Goal 7.B.**

**CITs—**

The June, July, August and September meetings may be taped to air later. Attendance is declining at the evening meetings to an average of 10 per meeting. The meetings will still be public but taping during the day will be a more efficient use of staff resources and allow for a variety of formats in one program.

**Cityscape—**

The format of the newsletter will be updated with added features beginning in June 2002

**Website—**

Content on the new Website is updated very quickly. A new feature to preview upcoming Council meeting agenda topics is in the works.

**Cable—**

City staff and volunteers are being trained to operate the civic studio cameras and produce and direct cameras. In the last quarter, two programs were produced about the Tigard Library. The City's 40<sup>th</sup> birthday showcase production also aired.



Q-1, April 2002 Update  
GOAL 7.B. cont'd.

**Media—**

Press releases continue to be issued weekly. Approximately 77% are printed.

**Community Connectors—**

Two connectors were added in the last quarter, both representing areas on Bull Mountain.

**Goal 7.C. Support “English as a Second Language” programs in Tigard.**

In the last quarter, the library received a \$16,200 Library Services and Technology Act grant for its innovative “Hispanic Youth Initiative” project. The funds will help enhance collections and services for Hispanic populations with a focus on young adults.

A Hispanic Teen Advisory Group will be formed to advise the library as it expands Spanish language and English language learning materials including two computer work stations that will feature computer tutorials—English language learning software and Spanish language applications.

AGENDA ITEM # \_\_\_\_\_  
FOR AGENDA OF April 23, 2002

CITY OF TIGARD, OREGON  
COUNCIL AGENDA ITEM SUMMARY

ISSUE/AGENDA TITLE Receive and File the Annual Solid Waste Financial Report Findings

PREPARED BY: Tom Imdieke DEPT HEAD OK \_\_\_\_\_ CITY MGR OK \_\_\_\_\_

ISSUE BEFORE THE COUNCIL

Tigard Municipal Code requires that the City Manager prepare a report to the Council by April 1<sup>st</sup> on the solid waste franchisee financial reports and propose rate adjustments, if any.

STAFF RECOMMENDATION

No rate adjustment is necessary at this time based on the review of the annual reports for calendar year 2001.

INFORMATION SUMMARY

The annual solid waste financial reports have been submitted by the franchised solid waste haulers in the City of Tigard. An aggregate report summarizing the data is attached to this summary. The aggregate rate of return for the haulers was calculated to be 9.65 %. This rate falls within the acceptable range established by the Council of 8% to 12%. Please see attached memo for further detail.

OTHER ALTERNATIVES CONSIDERED

No alternatives available, this report is required by Tigard Municipal Code.

VISION TASK FORCE GOAL AND ACTION COMMITTEE STRATEGY

Not applicable

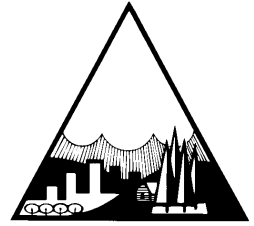
ATTACHMENT LIST

Aggregate franchise hauler financial report and explanatory cover letter.

FISCAL NOTES

None

# MEMORANDUM



TO: Bill Monahan, City Manager

FROM: Tom Imdieke, Financial Operations Manager

RE: Solid Waste Financial Annual Report for 2001

DATE: March 29, 2002

As required by Tigard Municipal Code (TMC) 11.04.090, the two franchised solid waste haulers in the City of Tigard service area have submitted their annual financial reports for the year ending December 31, 2001. The TMC also requires the City Manager to prepare a report to the Council by April 1 on the franchisee reports and recommend any rate adjustments that might be required based on the review and analysis of the reports.

I have reviewed the annual financial reports and prepared an aggregate report that is attached. The aggregate rate of return for the haulers was 9.65%.

The Council's policy on allowable rate of return provides for rate adjustments if the aggregate profit rate falls below 8% or is over 12%. This policy assumed that the rate of return would be calculated using the business results of all drop box activity that was under the franchise agreement which included that portion of the drop box business now covered under the residual solid waste ordinance. The rate of return for 2001 was calculated using this portion of the solid waste business as well.

Therefore, based on the intent of Council policy and the calculated return of 9.65% for the calendar year 2001, a rate adjustment would not be required at this time.

cc: Craig Prosser  
Loreen Mills

**City of Tigard, Oregon**  
**Franchised Solid Waste Haulers Financial Reports**  
**For Year ended December 31, 2001**  
**(Aggregate Report)**  
(Includes Drop Box Business under City of Tigard Residual Ordinance)

	<b>Calendar Year 2001</b>	<b>Direct Labor Hours</b>	<b>Indirect Cost</b>
Drop Boxes			\$1,191,235
Operating Revenue	\$2,099,137		
Operating Costs	<u>2,424,388</u>	14,380	\$343,892
Net Income	<u><u>(\$325,251)</u></u>		
	-15.49%		
Can/Cart Services			
Operating Revenue			
Residential	\$2,351,635		
Multi-Family	2,725		
Commercial	85,888		
Operating Costs	<u>1,412,020</u>	9,802	\$234,411
Net Income	<u><u>\$1,028,228</u></u>		
	42.14%		
Container Services			
Operating Revenue			
Residential	\$25,909		
Multi-Family	879,686		
Commercial	2,302,898		
Operating Costs	<u>1,892,892</u>	10,410	\$248,951
Net Income	<u><u>\$1,315,601</u></u>		
	41.00%		
Residential Recycling Services			
Operating Revenue	\$8,949		
Sale of Recyclable Material Rever	11,125		
Operating Costs	<u>572,397</u>	7,140	\$170,750
Net Income	<u><u>(\$552,323)</u></u>		
	-2751.43%		
Multi-Family Recycling Services			
Operating Revenue	\$9,783		
Sale of Recyclable Material Rever	6,556		
Operating Costs	<u>77,725</u>	813	\$19,443
Net Income	<u><u>(\$61,386)</u></u>		
	-375.70%		
Commercial Recycling Services			
Operating Revenue	\$30,273		
Sale of Recyclable Material Rever	60,922		
Operating Costs	<u>426,989</u>	4,464	\$106,755
Net Income	<u><u>(\$335,794)</u></u>		
	-368.22%		
Total Reycling Services Net Income	<u><u>(\$949,502)</u></u>		



	-13.44%		
Yard Debris			
Operating Revenue	\$2,984		
Operating Costs	321,353	2,803	\$67,033
Net Income	<u>(\$318,369)</u>		
	<u>-10669%</u>		
Medical Waste			
Operating Revenue	\$1,350		
Operating Costs	0	0	\$0
Net Income	<u>\$1,350</u>		
	<u>100%</u>		
Consolidated Net Income	\$752,057		
Other Revenue	9,367		
Other Costs	0		
Grand Total Net Income	<u>\$761,424</u>		
Total Revenues	\$7,889,187	49,812	\$1,191,235
Profit Percentage	<u>9.65%</u>		

AGENDA ITEM # \_\_\_\_\_  
FOR AGENDA OF 04/23/02

CITY OF TIGARD, OREGON  
COUNCIL AGENDA ITEM SUMMARY

ISSUE/AGENDA TITLE Renew intergovernmental agreement for access to the Portland Police Data System

PREPARED BY: Capt. Gary L. Schrader DEPT HEAD OK \_\_\_\_\_ CITY MGR OK \_\_\_\_\_

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ISSUE BEFORE THE COUNCIL

Should the Council renew the intergovernmental agreement for access to the Portland Police Data System (PPDS)?

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STAFF RECOMMENDATION

Renew the agreement.

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INFORMATION SUMMARY

The Portland Police Data System (PPDS) has been the records management system for the Tigard Police Department since 1997. As a participant in a regional system, the information available to the Tigard Police is much more extensive than that available through a single agency records system. Tigard Police crime information is also available to other agencies, making the cooperative effort of public safety more effective.

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OTHER ALTERNATIVES CONSIDERED

Develop and implement a records management system for the Police Department. The cost of this alternative would be more than the annual cost of the agreement and would provide less information to the agency.

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VISION TASK FORCE GOAL AND ACTION COMMITTEE STRATEGY

Public Safety Goal #1 – The community residents, business owners, and service providers will form partnerships to effectively enhance public safety and emergency services.

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ATTACHMENT LIST

Intergovernmental Agreement between the Bureau of Police, City of Portland, Oregon (Provider) and the City of Tigard Police Department (Receiver) (3 sets of the agreement)

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FISCAL NOTES

The cost for the past five years has been \$1400 per month. The proposed agreement increases the cost to \$2480 per month. This cost is still less than the cost to the city to develop, deploy, maintain, and store its own records management system.



CITY OF  
**PORTLAND, OREGON**  
BUREAU OF POLICE

**VERA KATZ, MAYOR**  
Mark A. Kroeker, Chief of Police  
1111 S.W. 2nd Avenue  
Portland, Oregon 97204

January 30, 2002

Chief Ronald Goodpaster  
Tigard Police Department  
13125 SW Hall Blvd  
Tigard, OR 97223


Dear Chief Goodpaster:

It is time to update our intergovernmental agreement for access to the Portland Police Data System (PPDS). Enclosed find three copies of a revised contract for PPDS services with our Bureau. If you approve, please sign all three copies and return to me at Portland Police Bureau, Data Processing Division, Room 1156, 1111 SW 2<sup>nd</sup> Avenue, Portland, OR 97204-3232. We will then obtain the needed signatures on this end and return one original agreement with all signatures to you.

The new agreement has some wording changes due to state statute reference changes and some changes by our City Attorney's Office. We have also attached the PPDS Security Policy as part of the agreement. The rates for PPDS service have been revised. The new rates pass along a small portion of the cost increases we have incurred, and allow us to continue to provide quality service to the area criminal justice community.

If you have any questions please contact Bill Wesslund, Senior Information Systems Manager at (503) 823-0301 or myself at (502) 823-0368.

Sincerely,

  
Jerry L. Bahr  
Principal Information Systems Analyst

Enclosures: 3 intergovernmental agreements for access to PPDS.

**AN EQUAL OPPORTUNITY EMPLOYER**

City Government Information

TDD (for the hearing and speech impaired) 503/823-6868

## **INTERGOVERNMENTAL AGREEMENT**

This agreement for services (Agreement) is between the Bureau of Police, City of Portland, Oregon **(Provider)**, 1111 SW Second Avenue, Portland, Oregon 97204, and the **(Receiver) City of Tigard Police Department, 13125 SW Hall Blvd, Tigard, Oregon** (503) 639- 6168 Fax (503) 684-5654.

### **RECITALS:**

The Provider and the Receiver desire to enter into this agreement by the terms of which the Provider, through its Bureau of Police, will provide access to its Portland Police Data System (PPDS), a law enforcement information system, to the Receiver, on the terms set forth in this agreement.

### **AGREEMENT:**

#### **1. SCOPE OF PROVIDER SERVICES**

- a. Provide access via networked PC computers for inquiry and full entry into the computerized data base files of the PPDS system.
- b. Provide the necessary programs, access, and data storage so that **(Receiver)** cases and related information can be entered into PPDS files.
- c. Produce standard PPDS reports for **(Receiver)** data; and other reports as mutually agreed.
- d. Provide standard Oregon Uniform Crime Reporting (OUCR) data for **(Receiver)** cases to the State of Oregon LEDS/OUCR.
- e. Provide access via networked PC computers to related criminal justice services as mutually agreed.
- f. Provide manuals and training to Receiver staff regarding utilization of the computer terminals and procedures for access to PPDS information.
- g. Perform services related to PPDS access such as liaison with vendors for maintenance service calls, etc.

#### **2. SCOPE OF RECEIVER RESPONSIBILITY**

- a. The Receiver agrees that all its personnel will perform only those PPDS functions authorized, and that it, or its personnel, will not attempt any programming, program modifications, or similar activities within the PPDS system unless specifically authorized in writing by the Portland Police Bureau.
- b. The Receiver agency agrees, pursuant to the directions of the State of Oregon Law Enforcement Data System (LEDS) and Part IV of the National Crime Information Center (NCIC) Computerized Criminal History, Program Concepts and Policy that the Portland Police Bureau shall establish policy and exercise management control over all operations of the PPDS system.
- c. In the event of violation of the provisions of this agreement, or violation of the security policy by personnel of the Receiver, the Provider shall have the authority to restrict or prohibit access to the PPDS system by the Receiver agency terminals until resolution of the problem to the satisfaction of the Provider. The Receiver shall be notified in writing of such action, given 30 days in which to cure the violation before access is restricted or prohibited, and there shall be no charge for access during any time that access is prohibited.

- d. The Receiver agency shall perform data entry of its data into PPDS and shall conform to the standards and procedures established by the Provider regarding such data entry.

3. COMPENSATION

The Receiver, as a "full entry" user of PPDS, shall pay to the Provider the amount as set out in Exhibit A: Schedule of Costs. Cost of services shall be reviewed annually, with adjustments made effective July 1, with approval of both parties. Receiver shall be notified of adjustments at least 90 days in advance.

4. BILLING AND PAYMENT PROCEDURE

The Provider shall invoice the Receiver quarterly. The Receiver shall submit payment within 30 days of receipt of the invoice from the Provider.

5. EFFECTIVE AND TERMINATION DATES

This agreement shall be effective as of July 1, 2002, and shall terminate upon proper notice by the parties as provided in this agreement.

6. PROVIDER CONTACT PERSON

For information concerning PPDS services provided under this Agreement, contact should be made with Bill Wesslund, Senior Information Systems Manager, Data Processing Division, Bureau of Police, 1111 SW Second Avenue, Room 1156, Portland, Oregon 97204, 503-823-0301.

7. RECEIVER CONTACT PERSON

For information concerning PPDS usage by the Receiver, contact should be made with:  
Captain Gary Schrader Tigard Oregon Police Department, 13125 SW Hall Blvd, Tigard, OR 97223  
(503) 639-6168 Fax (503) 684-5654

8. NOTICE

Any notice provided for under this agreement shall be sufficient if in writing and delivered personally to the following address or deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed as follows, or to such other address as the receiving party hereafter shall specify in writing:

If to the Provider:

Rita Drake  
Bureau of Police  
Fiscal Services  
1111 SW Second Avenue, Room 1202  
Portland, Oregon 97204-3232

If to the Receiver:

Ronald Goodpaster, Chief  
Tigard Oregon Police Department  
13125 SW Hall Blvd  
Tigard, Oregon 97223

9. AMENDMENTS

The Provider and the Receiver may amend this agreement at any time only by written amendment executed by the Provider and the Receiver. Any change in Number 1, SCOPE OF PROVIDER SERVICES, or in EXHIBIT A, SCHEDULE OF CHARGES, shall be deemed an amendment subject to this section.

10. TERMINATION OF AGREEMENT

Either party may withdraw and cancel this agreement by providing notice one fiscal year in advance. Either party may terminate this agreement for default upon 60 days notice, provided that party gives the other a 30 day period in which to cure the default.

11. COMPLIANCE WITH LAWS

In connection with its activities under this agreement, the Provider shall comply with all applicable federal, state, and local laws and regulations.

Specifically, the Receiver agrees to comply with the PPDS Security Policy, as outlined in Exhibit B, with regard to security and privacy regulations affecting usage and dissemination of criminal history and investigative information.

12. OREGON LAW AND FORUM

a. This agreement shall be construed according to the law of the State of Oregon.

b. Any litigation between Receiver and the Provider arising under this agreement or out of work performed under this agreement shall occur, if in the state courts, in the Multnomah County Court having jurisdiction thereof, and if in the federal courts, in the United States court for the District of Oregon.

13. INDEMNIFICATION

Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution, each party agrees to hold harmless, defend, and indemnify each other, including its officers, agents, and employees, against all claims, demands, and actions and suits (including all attorney fees and costs) arising from the indemnitor's performance of this Agreement where the loss or claim is attributed to the negligent acts or omissions of that party.

14. NOTICE OF CLAIM

Each party shall give the other immediate written notice of any action or suit filed or any claim made against that party which may result in litigation in any way related to this Agreement.

15. INSURANCE

Each party agrees to maintain insurance levels or self-insurance in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.270.

16. ASSIGNMENT

The Provider shall not assign or transfer this agreement, in whole or in part, or any right or obligation hereunder, without the prior written approval of Receiver.

17. ARBITRATION

a. Any dispute under this agreement which is not settled by mutual agreement of Receiver and the Provider within sixty (60) days of notification in writing by either party shall be submitted to an arbitration panel. The panel shall be composed of three (3) persons, one of whom shall be appointed by the Provider, one of whom shall be appointed by the Receiver, and one of whom shall be appointed by the two arbitrators appointed by the Receiver and the Provider. In the event the two cannot agree on the third arbitrator, then the third shall be appointed by the Presiding Judge (civil) of the Circuit Court of the State

of Oregon for the County of Multnomah. The arbitrators shall be selected within thirty (30) days of the expiration of the sixty (60) day period. The arbitration shall be conducted in Portland, Oregon, and shall be as speedy as reasonably possible. The Receiver and the Provider shall agree on the rules governing the arbitration (including appropriation of costs), or, if Receiver and the Provider cannot agree on the rules, the arbitrators shall adopt rules consistent with this section. The arbitrators shall render their decision within forty-five (45) days of their first meeting with Receiver and the Provider. Insofar as the Receiver and the Provider legally may do so, they shall be bound by the decision of the panel.

- b. Notwithstanding any dispute under this agreement, whether before or during arbitration, the Provider shall continue to perform its work pending resolution of the dispute and Receiver shall make payments as required by the agreement for undisputed portions of the work.

18. INTEGRATION

This agreement contains the entire agreement between Receiver and the Provider and supersedes all prior written or oral discussions or agreements.

PROVIDER: City of Portland

RECEIVER: City Of Tigard

By: \_\_\_\_\_  
Name: Vera Katz  
Title: Mayor  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Gary Blackmer  
Title: Auditor  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney, City of Portland

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **EXHIBIT A**

### **Schedule of Costs**

#### **Tigard Police Department**

#### **Tigard, Oregon**

Effective July 1, 2002 - June 30, 2003

The City of Tigard Police Department (Receiver), as an "full entry" user of the Portland Police Data System (PPDS), shall pay to the City of Portland (Provider) the following monthly amount for PPDS services. Unless other arrangements are made, the Receiver will be billed quarterly.

#### **Monthly Costs (Reviewed Annually)**

System Access and Usage	\$650.00 per month
LEDS Access through PPDS	150.00 per month
DP Services and Data Storage	1,500.00 per month
T1 Telephone Line Charge	150.00 per month
Router Support Maintenance	30.00 per month
<b>Total On-Going Costs</b>	<b>\$2480.00 per month</b>

#### **Services Included in the Above Monthly**

- Full PPDS inquiry access for more than 25 and less than 100 networked PCs and printers at Tigard PD. This includes access to all cases processed by Portland Police Bureau, Beaverton PD, Tigard PD, St. Helens PD, Milwaukie PD, Scappoose PD, and Multnomah County Sheriff. Records from any other agencies that join PPDS will be included.
- PPB has developed **ePPDS** that incorporates Multnomah County mug shots into PPDS. There is no additional cost for this service.
- Inquiry access to other systems available through PPDS. (i.e., AIRS, RAIN, OJIN, DMV)
- Extensive set of tactical, operational and statistical management reports.
- All OUCR reporting to the State of Oregon.
- Full LEDS access through PPDS.
- Tactical inquiry capability into all PPDS and Multnomah County data.
- Enhanced file transfer capability.
- Standard on-request reports and data file.



## **PPDS services not included in this agreement**

- Court Coordinator System (Access only, no entry)
- Personnel System (No Access)
- CAD System (Access to Multnomah County data only)
- No MDT/MDC access to PPDS data

## **Additional Optional Services Available**

**All costs are dependent on utilization, and are reviewed annually.**

Data Entry Staff Training	\$2,400.00 <b>per person</b> (two week training)
PPDS User Training	\$400.00 (per four hour session and materials)
Custom Programming Support	Negotiable

## **Additional Considerations**

- Tigard PD is responsible for maintaining a network environment, which is compatible with PPB standards for delivery of PPDS via frame relay. This includes TCP/IP, Ethernet, PCL capable printers, and terminal emulation software if needed.
- All agencies and personnel entering data into PPDS must meet the quality standards established by PPB Records Division. If additional staff training is needed, additional charges would be incurred. (Currently, entry training is charged at \$35.00 per hour.)
- Any needed facilities costs (wiring, etc.) are the responsibility of Tigard PD.
- Terminal emulation software and any other user software costs are the responsibility of Tigard PD. Terminal emulation is not needed for ePPDS.
- If PPDS user training is desired, the cost is \$400.00 per four-hour session. Approximately eight persons can be trained per session if hands-on training is included. If training is done in a presentation only format, there is no limit to attendees.
- Custom programming for work beyond standard requests may be available if requested at an hourly rate. (Currently, programming is charged as \$85.00 per hour.) Generally, custom programming requires significant lead-time.
- PPDS will develop NIBRS reporting within two years.
- It may be possible to provide PPDS or a subset to mobile units in vehicles in the future. Costs for this service is not included in this proposal.

## Exhibit B

### Portland Police Data System Security Policy

#### I. PURPOSE

It is the purpose of this policy to assure that criminal history information, wherever it appears is collected, stored, accessed, and disseminated in a manner to insure the completeness, integrity, accuracy, and security of such information, and to protect individual privacy.

#### II. DEFINITION OF TERMS

As used in this statement of policy:

*Access* means the authority to review or receive information from files, records, and information systems, whether manual or automated.

*Criminal history record information* means information collected by criminal justice agencies on individuals consisting of identifiable descriptions and notations of arrests, detentions, indictments, information, or other formal criminal charges and any dispositions arising therefrom, including sentencing, correctional supervision, and release. The term does not include identification information such as fingerprint records to the extent that such information does not indicate involvement of the individual in the criminal justice system.

*Criminal justice administration* means the performance of any of the following activities: detection, apprehension, detention, pre-trial release, post-trial release, prosecution, adjudication, correctional supervision, or rehabilitation of accused persons or criminal offenders. The administration of criminal justice shall include criminal identification activities and the collection, storage, and dissemination of criminal history record information.

*Criminal justice information* means information collected by criminal justice agencies that is needed for their legally authorized and required functions. This is the broadest information term and includes criminal history record information and investigative and intelligence information. It does not include agency personnel or administrative records used for agency operations or management.

*Disposition* means information disclosing that criminal proceedings have been concluded, including information disclosing that the police have elected not to refer a matter to a prosecutor, or that a prosecutor has elected not to commence criminal proceedings, and also disclosing the nature of the termination in the proceedings, or information disclosing that proceedings have been indefinitely postponed and also disclosing the reason for such postponement. Disposition shall include, but not be limited to, acquittal by reason of mental

incompetence, case continues without finding, charge dismissed, charge dismissed due to insanity, charge dismissed due to mental incompetence, charge still pending due to insanity, charge still pending due to mental incompetence, guilty plea nolle prosequi, no paper, nolo contendere plea, convicted, youthful offender determination, deceased, deferred disposition, dismissal - civil action, defendant discharged, executive clemency, placed on probation, paroled, or released from correctional supervision.

**Person** means an individual of any age, concerning whom criminal history record information is contained in Portland Police Data System (PPDS), or a person's attorney or authorized representative.

**Attorney** means an attorney at law empowered by a person to assert the confidentiality of right to access the criminal history record information under this policy.

**Authorized representative** means a parent, or a guardian or conservator, other than an attorney, appointed to act on behalf of a person and empowered by such a person to assert the confidentiality of or right of access to personal data under this policy.

**Dissemination** means the transmission of information, whether orally, in writing, or electronically, to anyone outside the agency that maintains the information, except reports to an authorized repository.

**Intelligence and investigative information** means information compiled in an effort to anticipate, prevent, or monitor possible criminal activity, or compiled in a course of investigation of known or suspected crimes.

**PPDS** is an automated criminal justice information system that is operated by the Portland Police Bureau. Through electronic communication devices, PPDS provides for storage and retrieval of criminal justice information stored in local computer data bases and to criminal justice information which are accessible through the Oregon Law Enforcement Data System (LEDS).

### **III. LIMITS ON ACCESS**

Access to PPDS criminal justice information shall be limited to criminal justice agencies that have executed formal written agreements with Portland Police Bureau, which commit the agencies to abide by the Security Policy herein described.

### **IV. LIMITS ON DISSEMINATION**

Criminal justice agencies, which are authorized, access to PPDS criminal justice information may disseminate any PPDS criminal justice information directly under the following conditions:

- 1.) the intended recipient of the information is a criminal justice agency or agent under the definition contained herein: or
- 2.) The intended recipient of the information is legally authorized access to the specific

information pursuant to statute, government regulation, or court order. Any liability that may arise from improper dissemination of PPDS criminal justice information shall rest entirely with the criminal justice agency and individuals that disseminated the information improperly.

Dissemination of juvenile criminal justice information shall be restricted as follows:

- 1.) Information related to warrants, verified suspects, runaways, missing persons, witnesses, or complainants may be disseminated to criminal justice agencies.
- 2.) All other information about juveniles shall not be disseminated.

Notwithstanding any other provisions herein contained, intelligence and investigative information shall not be publicly disclosed so long as there is a clear need in a particular case to delay disclosure in the course of an investigation in accordance with ORS 192.501 et seq.

## **V. ACCURACY AND COMPLETENESS**

Each criminal justice agency which stores, collects, or disseminates PPDS criminal history record information shall establish procedures to ensure the accuracy and completeness of criminal history record information. No criminal justice history information shall be disseminated until the information has been verified against Computerized Criminal History (CCH) records of the Oregon Law Enforcement Data System (LEDS). All dispositions by a PPDS user agency should be reported to LEDS-CCH within sixty (60) days of their occurrence. No information shall be added to a person's criminal history record in PPDS unless the data is based upon a readily identifiable numbered source document and upon assurance that the information pertains to the individual whose criminal history record is affected.

## **VI. RIGHT TO ACCESS AND CHALLENGE**

Any individual shall have the right of access to their own criminal history record information that is contained in the PPDS files for the purpose of review and challenge.

The Portland Police Bureau shall establish procedures that:

- 1.) Inform an individual in writing, upon written request, the PPDS criminal history record information concerning her/him;
- 2.) Make available to a person, upon written request, the PPDS criminal history report information concerning her/him;
- 3.) Allow a person to contest the accuracy, completeness, or relevancy of her/his PPDS criminal history record information;
- 4.) Allow PPDS criminal history record information to be corrected upon written request of a person when Portland Police Bureau concurs in the proposed correction;
- 5.) Allow a person who believes that PPDS maintains inaccurate or incomplete criminal history record information concerning herself/himself to submit a written statement to the Portland Police Bureau setting forth what she/he believes to be an accurate or complete version of that criminal history record information. If, after a review of the statement, the

Portland Police Bureau does not concur and does not make the corrections requested in the statement, the statement shall be filed in a manual file in the Portland Police Bureau Records Division under the appropriate PPDS identification number and any subsequent response to a request for PPDS criminal history record information shall disclose the existence of the statement challenging the accuracy or completeness of the PPDS criminal history record information.

## **VII. INFORMATION CONTROL AND RESPONSIBILITY**

Additions, modifications, and deletions of information stored in the PPDS databases shall be restricted to specifically authorized individuals and electronic devices. Each PPDS user agency will provide the Portland Police Bureau with a list of the persons and the devices within the agency that will be permitted to access the PPDS files.

## **VIII. SECURITY**

- A. **Physical Security** - Each PPDS user agency shall be responsible for maintaining the physical security of all electronic devices that are capable of accessing PPDS, as well as any printed output or system documentation which might permit unauthorized access to or use of PPDS from within the agency.
- B. **On-Line Security** - The PPDS system provides software to ensure that only authorized individuals and electronic devices can access the PPDS databases or the information available through LEDS. This software may require PPDS users to enter special identification codes and passwords before being allowed to make any inquiry into PPDS files.
- C. **Personnel Security** - Any persons having authorized access to PPDS criminal history record information shall be required to complete a personal history statement. After completion of the form, the person will be fingerprinted and a background investigation will be conducted by the user agency. That investigation shall include, but not be limited to, verification of information provided by the person and to public record information, including a check of the PPDS persons file, the Oregon LEDS files, the National Crime Information Center files, and FBI Criminal Identification files. Upon investigation, any person found to have provided intentionally false information in their personal statements, or who are shown to have been arrested and convicted for committing an offense which, under Oregon law, can result in a sentence to a state penal institution for adults, or who are shown to have been arrested and convicted of committing a Class A or B felony as a juvenile in the State of Oregon within the past five (5) years shall be immediately denied all access to PPDS criminal history record information and shall be notified by the investigating agency, in writing, of this action. The person denied access may challenge the denial. If not successfully challenged within thirty (30) days of receipt of notice, the employer of the person shall provide the Portland Police Bureau with written notice that said person is denied access to all devices with access to PPDS files. Portland Police Bureau shall have the right to remove any individual from the list authorized to access criminal history record information. By itself, denial of access to PPDS shall not constitute grounds for dismissal of any employee from her/his employment.

## **IX. POLICY ENFORCEMENT**

The Portland Police Bureau shall be responsible for the enforcement of this Security Policy. The Portland Police Bureau may delegate certain responsibilities to the Bureau of Information Technology. If the Portland Police Bureau determines that there has been a violation of this Security Policy it may take, but not limited to the following actions:

- 1.) It may remove individuals from the list of authorized users;
- 2.) It may restrict an agency's access to PPDS information;
- 3.) It may temporarily suspend an agency as a PPDS user;
- 4.) It may terminate all PPDS access by an individual or agency.

Willful violation of the provisions contained in paragraphs III and IV of this Security Policy with regard to the dissemination and use of criminal history record information contained in or obtained through PPDS by any employee or agent of the City or any PPDS user agency may result in sanctions by the employer against the individual or individuals who committed the violation.

AGENDA ITEM # \_\_\_\_\_  
FOR AGENDA OF April 23, 2002

CITY OF TIGARD, OREGON  
COUNCIL AGENDA ITEM SUMMARY

ISSUE/AGENDA TITLE Consider an Intergovernmental Agreement with the Watermaster to Perform Flow Monitoring of Summer Creek at the Summer Lake Area.

PREPARED BY: G. Berry DEPT HEAD OK \_\_\_\_\_ CITY MGR OK \_\_\_\_\_

ISSUE BEFORE THE COUNCIL

Should City Council approve an Intergovernmental Agreement with the Watermaster to Perform Flow Monitoring of Summer Creek at the Summer Lake Area?

STAFF RECOMMENDATION

That City Council, by motion, authorize the City Manager to sign the Intergovernmental Agreement.

INFORMATION SUMMARY

On March 13, 2001, City Council received a report and recommendations from the Summer Lake Task Force. The purpose of the Task Force was to develop and implement a project that would enhance water quality, improve habitat, promote fish passage and enhance Summer Lake Park. The report included a recommendation that the next step should be collection of lake water flow and temperature data. The data will be used to evaluate the relative effectiveness of the preferred option.

The proposed agreement would provide the information necessary to evaluate the recommended option. The Watermaster would install and operate flow-gauging stations upstream and downstream of the lake that would collect data from July 1, 2002 through October 31, 2002. Once the Watermaster reports the data to the City, City staff will review the report and recommendations will be submitted to Council.

OTHER ALTERNATIVES CONSIDERED

Direct staff to discontinue the project.

VISION TASK FORCE GOAL AND ACTION COMMITTEE STRATEGY

None

ATTACHMENT LIST

Letter from the Watermaster  
Proposed agreement

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### FISCAL NOTES

The \$5,988 of funding required for the proposed agreement is available from the Surface Water Management fund and is budgeted for the Summer Lake project in this fiscal year. The combined Surface Water Management funds of Clean Water Services and the City are expected to be available in the future to fund the water quality portion of the selected option.





# Oregon

John A. Kitzhaber, M.D., Governor

RECEIVED  
MAR 01 2002  
CITY OF TIGARD

## Water Resources Department

Watermaster District 18

111 NE Lincoln St., Suite 220-L

Hillsboro, OR 97124

(503) 846-4881

FAX (503) 846-4887

February 28, 2002

Greg Berry  
Engineering Department  
13125 SW Hall Blvd  
Tigard, OR 97223

Dear Greg:

Enclosed you will find the IGA for monitoring the sites that you are requesting. Please have all three forms signed and return all to me for the rest of the signatures. I will forward one copy to you when completed.

If it looks like this project will proceed, I will meet with you to review the site locations well in advance of the start date.

Thanks,

Darrell C. Hedin  
Watermaster, District 18

## INTERGOVERNMENTAL AGREEMENT

This Agreement is entered into, by and between Washington County, a political subdivision of the State of Oregon, and the State of Oregon Water Resources Department through the District 18 Watermaster, and the City of Tigard.

WHEREAS ORS 190.010 authorizes the parties to enter into this Agreement for the performance of any or all functions and activities that a party to the Agreement has authority to perform.

Now, therefore, the parties agree as follows:

- 1) The effective date is: July 1, 2002, or upon final signature, whichever is later.  
The expiration date is: October 31, 2002; unless otherwise amended.
- 2) The parties agree to the terms and conditions set forth in Attachment A, which is incorporated herein, and describes the responsibilities of the parties, including compensation, if any.
- 3) Each party shall comply with all applicable federal, state and local laws; and rules and regulations on non-discrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition or handicap.
- 4) To the extent applicable, the provisions of ORS 279.312, 279.313, 279.314, 279.316, 279.320 and 279.334 are incorporated by this reference as though fully set forth.
- 5) Each party is an independent contractor with regard to each other party(s) and agrees that the performing party has no control over the work and the manner in which it is performed. No party is an agent or employee of any other.
- 6) No party or its employees is entitled to participate in a pension plan, insurance, bonus, or similar benefits provided by any other party.
- 7) This Agreement may be terminated, with or without cause and at any time, by a party by providing \_\_\_ (30 if not otherwise marked) days written notice of intent to the other party(s).
- 8) Modifications to this Agreement are valid only if made in writing and signed by all parties.
- 9) Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution, each party agrees to hold harmless, defend, and indemnify each other, including its officers, agents, and employees, against all claims, demands, actions and suits (including all attorney fees and costs) arising from the indemnitor's performance of this Agreement where the loss or claim is attributable to the negligent acts or omissions of that party.
- 10) Each party shall give the other immediate written notice of any action or suit filed or any claim made against that party that may result in litigation in any way related to this Agreement.

- 11) Each party agrees to maintain insurance levels or self-insurance in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.270.
- 12) Each party agrees to comply with all local, state and federal ordinances, statutes, laws and regulations that are applicable to the services provided under this Agreement.
- 13) This Agreement is expressly subject to the debt limitation of Oregon Counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefor.
- 14) This writing is intended both as the final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement.

WHEREAS, all the aforementioned is hereby agreed upon by the parties and executed by the duly authorized signatures below.

**CITY OF TIGARD:**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**STATE OF OREGON**

**acting by and through Watermaster District 18:**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Mailstop #: \_\_\_\_\_

**WASHINGTON COUNTY:**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Office of County Counsel

## **ATTACHMENT A**

### **Statement of Work /Schedule/Payment Terms**

- I. The City of Tigard will provide funding for the installation, and operation of two stream elevation gauging stations as further provided in this agreement.

The City of Tigard:

- a. will obtain the necessary easements and access agreements to install and operate said stations.
- b. will make payment of \$5,988 within thirty days of the effective date of this contract, for the total expenses for the project period, which will be payable to Washington County.

- II. The County will receive funds from the City, allocate the funds to the District 18 Watermaster budget, and act as fiscal agent for Watermaster expenditures under this agreement.

- III. The State of Oregon, through the District 18 Watermaster, will arrange for construction, installation, and operation of two stream elevation recording stations on Summer Lake at a location mutually agreed upon. The State of Oregon Water Resources Department will not contribute money or be held financially liable to contribute money for the installation or operation of the monitoring sites other than Watermaster assistance.

The Watermaster:

- a. will provide and maintain the gauging station equipment for continuous operation.
- b. will calibrate the stations initially and recalibrate on a regular basis as needed.
- c. will be the owner of the stations and equipment and be responsible for repair or replacement of vandalized equipment.
- d. will conduct periodic stream flow measurements and prepare rating tables in association with those measurements.
- e. will provide a final project report of stage, flow, and water temperature per station.

AGENDA ITEM # \_\_\_\_\_  
FOR AGENDA OF April 23, 2002

CITY OF TIGARD, OREGON  
COUNCIL AGENDA ITEM SUMMARY

ISSUE/AGENDA TITLE A resolution authorizing continued interim financing for the Dartmouth Street Local Improvement District.

PREPARED BY: Craig Prosser DEPT HEAD OK \_\_\_\_\_ CITY MGR. OK \_\_\_\_\_

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ISSUE BEFORE THE COUNCIL

Shall the Tigard City Council authorize the issuance of a Bond Anticipation Note to provide interim financing for the portion of the Dartmouth LID assessed to the Martins?

---

STAFF RECOMMENDATION

Staff recommends approval of this resolution.

---

INFORMATION SUMMARY

A Bond Anticipation Note (BAN) with US Bank was issued on November 30, 1998 to provide interim financing for the portion of the Dartmouth LID assessed to the Martin property. This Note was extended on May 1, 2001. The Martins objected to their assessment and filed a case in court. The suit has been proceeding through the courts, and the Martins and the City are attempting to settle the case. No settlement has been reached, however, and the BAN is due for payment on May 1, 2002.

Since the Martin suit has not been resolved, the City has not received payment from the Martins. Because the City has not received payment from the Martins, the City does not have funds to pay off the BANs when due on May 1, 2001. Because the City does not have funds on hand to pay off the BANs on May 1, the BANs must be extended or refinanced.

The attached resolution authorizes an extension of the BANs and authorizes the City's Finance Director to set final terms and conditions. The resolution allows the Notes to be issued under one of two State authorizing statutes as determined by the Finance Director. ORS 288.165 allows short-term notes to be issued for not more than 18 months. ORS 271.390 allows Notes to be issued for longer than 18 months. It may be advantageous for the City to issue these notes for more than 18 months so that they do not have to be re-issued as often if the Martin suit is not concluded. The BANs will be pre-payable so that they can be paid off early should the Martin suit be settled before the new Notes mature.

---

OTHER ALTERNATIVES CONSIDERED

There are no alternatives to this measure. If the existing BANs are not extended, they will be due and payable on May 1, 2002, and the City does not have the funds to pay the amount due.

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VISION TASK FORCE GOAL AND ACTION COMMITTEE STRATEGY

NA

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ATTACHMENT LIST

Resolution

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FISCAL NOTES

The existing BANs total \$2,096,909.87. The increased amount for the new BANs include fees and an amount to cover legal costs accrued.

CITY OF TIGARD, OREGON

RESOLUTION NO. 02-

A RESOLUTION AUTHORIZING CONTINUED INTERIM FINANCING FOR THE DARTMOUTH STREET LOCAL IMPROVEMENT DISTRICT.

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WHEREAS, the City has previously authorized formation of the Dartmouth Street Local Improvement District (the "District") to finance local improvements in the District, and has issued its \$1,948,177.98 Full Faith and Credit Local Improvement Bond Anticipation Note which matures on May 1, 2002 (the Outstanding Note) pursuant to ORS 288.165; and,

WHEREAS, the final assessment securing the Outstanding Note is still in dispute and the property owner has not filed an application to pay the assessment in installments; and,

WHEREAS, Oregon Revised Statutes Chapter 223 does not allow the City to issue long term bonds to finance an assessment until the owner of the assessed property files an application to pay that assessment in installments; and,

WHEREAS, the City is authorized under ORS 288.165 to refinance the Outstanding Note and other borrowings made under ORS 288.165, so long as the refinancing obligations mature as soon as the District deems practicable, but not later than eighteen months after the refinancing is obtained; and,

WHEREAS, the City is authorized under ORS 271.390 to enter into loan agreements and issue notes with a term of more than eighteen month to finance or refinance real or personal property which the City Council determines is needed, and the City may also refinance the Outstanding Note and any Refinancing Obligations under ORS 271.390; and,

WHEREAS, the City Council hereby determines that the local improvements in the District are needed; and,

WHEREAS, the City must refinance the Outstanding Note by May 1, 2002 and it will save time if the City negotiates the sale of the refinancing obligations, so the City Council finds that a negotiated sale of the refunding obligations is desirable;

NOW, THEREFORE, BE IT RESOLVED by the Tigard City Council that:

Section 1. Authorization. The City is hereby authorized to refinance the Outstanding Note and any obligations authorized by this resolution by issuing one or more series of obligations (the "Refinancing Obligations") pursuant to ORS 271.390 or ORS 288.165. Each series of Refinancing Obligations shall comply with the limitations of the statutes under which it is issued.

## Section 2. Security.

- A. Each series of Refinancing Obligations shall be payable from all legally available funds of the City, and the City hereby pledges its full faith and credit to pay each series of Refinancing Obligations.
- B. The City's Finance Director or the person designated by the Finance Director to act on behalf of the City under this Resolution (the "Director") may pledge all or any portion of the assessment which secures the Outstanding Note (the "Martin Assessment") and the proceeds of any subsequent short or long term financing for the Martin Assessment to pay any series of Refinancing Obligations.

Section 3. Tax-Exempt Status. The City covenants not to take any action or omit any action if the taking or omission would cause interest paid on any series of Refinancing Obligations to be includable in gross income of the owners of the Refinancing Obligations under Section 103(a) of the Internal Revenue Code of 1986, as amended.

Section 4. Authority of Director; Delegation. The Director may, on behalf of the City and without further action by the City Council:

- A. Determine whether each series of Refinancing Obligations will be issued under ORS 271.390 or under ORS 288.165.
- B. Select a commercial bank or other purchaser for each series of Refinancing Obligations.
- C. Establish the aggregate principal amount of each series of Refinancing Obligations, which shall not exceed the amount which the Director reasonably estimates will be required to pay the obligations which are refinanced and to pay costs of issuing that series of Refinancing Obligations.
- D. Establish the repayment schedule, interest rate, sale price, redemption terms, sale price and other terms of each series of Refinancing Obligations and any related documents.
- E. Enter into covenants which are intended to enhance the security of the Refinancing Obligations.
- F. Designate all or any portion of each series of Refinancing Obligations as "qualified tax-exempt obligations" under Section 265 of the Code.
- G. Execute and deliver one or more series of Refinancing Obligations and any related documents.
- H. Pay the Outstanding Note and any Refinancing Obligations which are financed with Refinancing Obligations, and take any other action in connection with the Refinancing Obligations which the Director finds is desirable to issue the Refinancing Obligations and carry out this Resolution.



Section 5. Effective Date. This Resolution shall take effect on April 24, 2002

PASSED: This \_\_\_\_\_ day of \_\_\_\_\_ 2002.

\_\_\_\_\_  
Mayor - City of Tigard

ATTEST:

\_\_\_\_\_  
City Recorder - City of Tigard

CITY OF TIGARD, OREGON  
COUNCIL AGENDA ITEM SUMMARY

ISSUE/AGENDA TITLE: Award of Contract for the Construction of Errol Street & Fonner Street - Sanitary Sewer Reimbursement District No. 21

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PREPARED BY: Vannie Nguyen DEPT HEAD OK: A.P. Duenas CITY MGR OK: Bill Monahan

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ISSUE BEFORE THE COUNCIL

Shall the Local Contract Review Board approve the contract award for the construction of Errol Street & Fonner Street – Sanitary Sewer Reimbursement District No. 21?

---

STAFF RECOMMENDATION

Staff recommends that the Local Contract Review Board, by motion, approve the contract award to **Dunn Construction, Inc.** in the amount of **\$234,015.00**.

---

INFORMATION SUMMARY

The proposed project would provide sewer service to 41 lots along Errol and Fonner Street (between 112<sup>th</sup> and Tiedeman Avenue) through Sewer Reimbursement District No. 21 of the Neighborhood Sewer Extension Program. Through this program, the City would install public sewer to each lot within the Reimbursement District and the owners would reimburse the City for a fair share of the cost of the public sewer at the time of connection to the sewer. In addition, each owner would be required to pay a connection fee of \$2,335 before connecting to the line. Each owner would also be responsible for disconnecting the existing septic system according to County rules and any other plumbing modifications necessary to connect to the public line. Council authorized formation of Sewer Reimbursement District No. 21 by approving Resolution No. 02-17 on March 12, 2002.

The bid opening for the Howard Drive – Sanitary Sewer Reimbursement project was conducted on April 1, 2002. The bid results are:

Dunn Construction	Portland, Oregon	\$234,015.00
CR Woods Trucking	Sherwood, Oregon	\$253,355.95
K&R Plumbing Construction	Clackamas, Oregon	\$266,582.00
Oregon Siteworks	Aloha, Oregon	\$288,670.00
Kerr Contractors	Tualatin, Oregon	\$293,840.00
Kasey Cooper Excavating	Boring, Oregon	\$300,085.25
Emery & Sons	Stayton, Oregon	\$330,584.00
Landis & Landis Construction	Portland, Oregon	\$343,654.25

Miller & Sons Contractors

Sherwood, Oregon

\$418,460.60

**Engineer's Estimate**

**\$256,100**

Dunn Construction is also the lowest bidder on the Howard Drive – Sanitary Sewer Reimbursement District project, which is scheduled for construction at the same time with this one. The contractor indicated that he would provide enough manpower to complete these two projects before the deadline required by the bid documents.

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OTHER ALTERNATIVES CONSIDERED

None

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VISION TASK FORCE GOAL AND ACTION COMMITTEE STRATEGY

None

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ATTACHMENT LIST

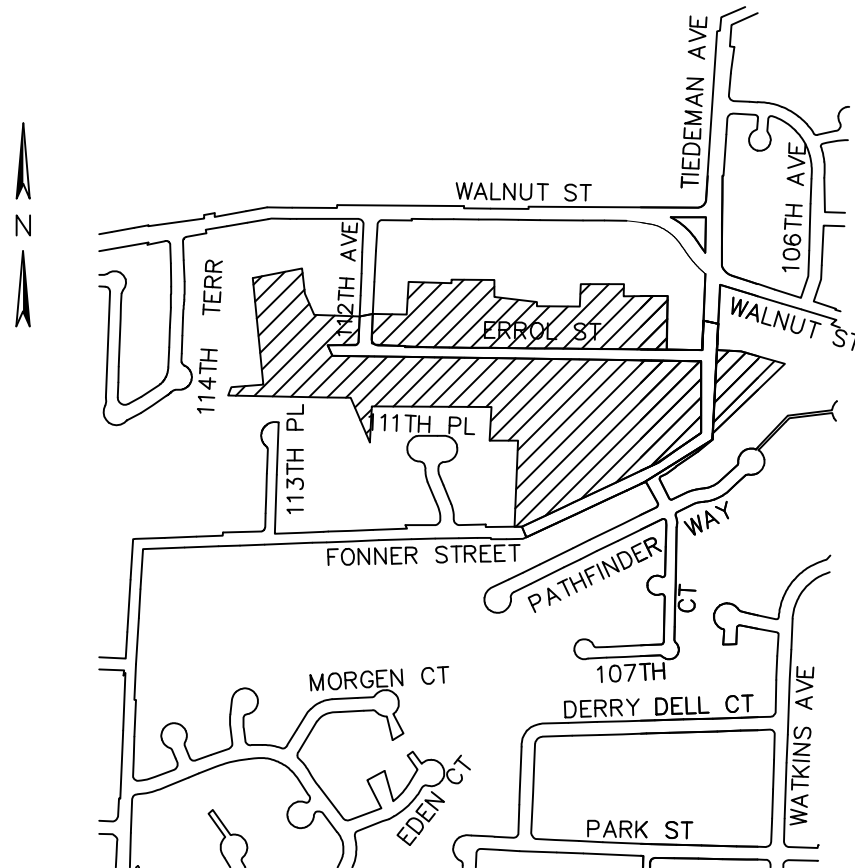
Project location map

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FISCAL NOTES

The amount of \$2,000,000 has been set aside in the approved FY 2001-02 budget for the Neighborhood and Commercial Area Sewer Extension Program. This funding is adequate to award a contract of \$234,015.00 to Dunn Construction.

# ERROL STREET & FONNER STREET SANITARY SEWER IMPROVEMENTS REIMBURSEMENT DISTRICT #21



VICINITY MAP  
NOT TO SCALE

AGENDA ITEM # \_\_\_\_\_  
FOR AGENDA OF April 23, 2002

CITY OF TIGARD, OREGON  
COUNCIL AGENDA ITEM SUMMARY

ISSUE/AGENDA TITLE: Award of Contract for the Construction of Howard Drive - Sanitary Sewer Reimbursement District No. 22

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PREPARED BY: Vannie Nguyen DEPT HEAD OK: A.P. Duenas CITY MGR OK: Bill Monahan

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ISSUE BEFORE THE COUNCIL

Shall the Local Contract Review Board approve the contract award for the construction of Howard Drive – Sanitary Sewer Reimbursement District No. 22?

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STAFF RECOMMENDATION

Staff recommends that the Local Contract Review Board, by motion, approve the contract award to **Dunn Construction, Inc.** in the amount of **\$212,923.00**.

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INFORMATION SUMMARY

The proposed project would provide sewer service to 35 lots along James Court (west of Howard Drive) and Howard Drive (between 121<sup>st</sup> Avenue and Fonner Street) through Sewer Reimbursement District No. 22 of the Neighborhood Sewer Extension Program. Through this program, the City would install public sewer to each lot within the Reimbursement District and the owners would reimburse the City for a fair share of the cost of the public sewer at the time of connection to the sewer. In addition, each owner would be required to pay a connection fee of \$2,335 before connecting to the line. Each owner would also be responsible for disconnecting the existing septic system according to County rules and any other plumbing modifications necessary to connect to the public line. Council authorized formation of Sewer Reimbursement District No. 22 by approving Resolution No. 02-18 on March 12, 2002.

The bid opening for the Howard Drive – Sanitary Sewer Reimbursement project was conducted on April 1, 2002. The bid results are:

Dunn Construction	Portland, Oregon	\$212,923.00
K&R Plumbing Construction	Clackamas, Oregon	\$218,425.00
CR Woods Trucking	Sherwood, Oregon	\$221,781.00
Oregon Siteworks	Aloha, Oregon	\$258,901.50
Kasey Cooper Excavating	Boring, Oregon	\$263,630.00
Emery & Sons	Stayton, Oregon	\$268,185.00
Kerr Contractors	Tualatin, Oregon	\$273,871.00
Landis & Landis Construction	Portland, Oregon	\$298,733.50

Miller & Sons Contractors  
**Engineer's Estimate**

Sherwood, Oregon

Disqualified  
**\$202,500**

The bid document required all bidders to be pre-qualified with the State of Oregon, to submit a bid bond for bid over \$10,000, to acknowledge the project addenda, and to submit a First-Tier Subcontractor Disclosure form for bid over \$75,000. During the bid process, Addendum No. 1 was issued to correct some bid item quantities. This addendum was distributed to all bidders on the plan holder list including Miller & Sons. However, Miller & Sons failed to include this addendum in their bid proposal. Hence that bid was disqualified.

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OTHER ALTERNATIVES CONSIDERED

None

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VISION TASK FORCE GOAL AND ACTION COMMITTEE STRATEGY

None

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ATTACHMENT LIST

Project location map

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FISCAL NOTES

The amount of \$2,000,000 has been set aside in the approved FY 2001-02 budget for the Neighborhood and Commercial Area Sewer Extension Program. This funding is adequate to award a contract of \$212,923.00 to Dunn Construction.

HOWARD DRIVE  
SANITARY SEWER IMPROVEMENTS  
REIMBURSEMENT DISTRICT #22



VICINITY MAP

NTS

AGENDA ITEM # \_\_\_\_\_  
FOR AGENDA OF April 23, 2002

CITY OF TIGARD, OREGON  
COUNCIL AGENDA ITEM SUMMARY

ISSUE/AGENDA TITLE Update from the New Tigard Library Construction Committee

PREPARED BY: Margaret Barnes DEPT HEAD OK \_\_\_\_\_ CITY MGR OK \_\_\_\_\_

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ISSUE BEFORE THE COUNCIL

Presentation by the New Tigard Library Construction Committee to update the City Council on the proposed new library.

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STAFF RECOMMENDATION

The purpose of this presentation is to provide the City Council information about this project.

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INFORMATION SUMMARY

The New Tigard Library Construction Committee continues to make presentations throughout the community about this project. The architectural model of the proposed new library has often accompanied them. Recent examples of the Committee's efforts to inform the community about this project include presentations at Tigard High School, the Mayor's Blue Ribbon Task Force and local service organizations. The Committee is planning to have the architectural model on display this next month at a variety of locations including Washington Square Mall and the Tigard Farmer's Market.

To continue community participation in this project, the Committee held a community meeting on March 5 to share ideas for developing the site of the proposed new library. About fifty Tigard residents met with City staff to discuss ways to design and develop the property surrounding the site located on Hall Boulevard near O'Mara Street. Ideas ranging from environmental education programs to trail systems and paths were discussed.

This community meeting was recorded by Tualatin Valley Community Access (TVCA) and is currently playing on channel 23.

Committee members are prepared to answer questions at this meeting.

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OTHER ALTERNATIVES CONSIDERED

N/A

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VISION TASK FORCE GOAL AND ACTION COMMITTEE STRATEGY

N/A



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ATTACHMENT LIST

N/A

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FISCAL NOTES

N/A

AGENDA ITEM # \_\_\_\_\_  
FOR AGENDA OF 4/23/02

CITY OF TIGARD, OREGON  
COUNCIL AGENDA ITEM SUMMARY

ISSUE/AGENDA TITLE Police Accreditation Report

PREPARED BY: Capt. Gary L. Schrader DEPT HEAD OK \_\_\_\_\_ CITY MGR OK \_\_\_\_\_

ISSUE BEFORE THE COUNCIL

Progress report on the police accreditation process.

STAFF RECOMMENDATION

Not Applicable

INFORMATION SUMMARY

This informational briefing will provide the Council with an update of the Tigard Police Department's progress toward accreditation. It provides an overview of the process and reinforces the value of accreditation to the police department's overall mission and operations.

OTHER ALTERNATIVES CONSIDERED

Not Applicable

VISION TASK FORCE GOAL AND ACTION COMMITTEE STRATEGY

Not Applicable

ATTACHMENT LIST

Attachment #1: Oregon Accreditation Alliance overview brochure

FISCAL NOTES

Not Applicable

## Accreditation Program

The Oregon Accreditation Alliance is a joint effort of the Oregon Association Chief's of Police and the Commission on Accreditation for Law Enforcement Agencies, Inc. The Alliance supports the goals of CALEA and, in the design of the state program, closely followed the CALEA model, including the exclusive adoption of CALEA standards. The OAA encourages all Oregon law enforcement agencies to work toward full CALEA accreditation. It serves as a local support organization to achieve that status by way of smaller, interim steps. OAA is a voluntary program that affords participating Oregon law enforcement agencies, with a mechanism to improve their administrative and operational practices, while documenting compliance with nationally accepted professional law enforcement standards.

Law enforcement agencies choosing to pursue accreditation under this program, will have examined all aspects of their operations. They will have made conscious decisions about policies and procedures that fit the law enforcement requirements of their jurisdiction, and will have implemented those policies and trained their employees in their use. The award of accreditation reflects that the agency was carefully measured against the established set of professional standards and that the agency has met or exceeded those standards and their practices.

### The Standards

The 146 Standards used by the Oregon Accreditation Alliance, were adopted by the Professional Standards Committee, from among the 439 professional standards used by CALEA. They include the 95 CALEA core standards relating to life, health, and safety. In addition, the PSC adopted another 51 CALEA standards in recognition of those issues they felt held the greatest potential liability for the agencies CEO.

The standards are dynamic, that is, they represent the most professional and contemporary law enforcement practices at the time. They are subject to additions, deletions, or revision. Since verbatim CALEA standards are being used

exclusively, revisions of standards are subject to approval of CALEA's Commission.

The required 95 core standards will always be a part of the OAA program, except as modified by CALEA. The Professional Standards Committee does, however, have the authority to add additional CALEA standards to the program as the OAA evolves.

All initial 146 standards are mandatory for every agency except those that are not applicable because the agency does not perform that function. Standards that may be adopted in the future could have their applicability determined by the size of the agency. An additional possibility is that some standards may be classified as "Other Than Mandatory." Meaning, compliance is highly recommended but, the agency would be permitted an exception to compliance for a certain percentage of these standards.

### Eligibility and Fees

All general law enforcement agencies Oregon having primary responsibility for the enforcement of Oregon criminal and traffic laws are eligible to participate in the program

**FEES:** The following fee schedule will apply to agencies seeking participation in the program and State Accreditation.

TOTAL PERSONNEL	FEE
1-9	\$550/yr.
10-24	\$1050/yr.
25-74	\$1550/yr.
75 +	\$2050/yr.

There is a non-refundable \$250 application fee. This fee provides the agency with two Standards Manuals, one Accreditation Process Manual, one Self-Assessment Manual, and other materials necessary to participate in the program.

Expenses for the on-site assessment team will be paid by the applying agency at the time of the on-site, on an actual cost basis.

## Accreditation Process

The accreditation process entails four phases beginning with the initial application and ending with the final review and decision for award of state accreditation.

### Application Phase:

The process begins when an agency requests information from the OAA Executive Director. Upon request, the agency will be sent information about the program. The package contains instructions, forms, profile questionnaire, and information concerning fees. The application, profile questionnaire, and application fee are then returned to the OAA Executive Director.

### Self-Assessment Phase:

When the agency receives all of the materials, they submit their first annual payment to the OAA and commence the Self-Assessment phase. During this phase, the agency will determine its compliance with the OAA standards. Proof of compliance will be provided through the agency's assessment documents, containing written directives or other verifying documents organized according to OAA guidelines.

### On-Site Assessment

Details for the on-site assessment are worked out with the requesting agency. Once full projected on-site expenses have been received, the Executive Director will schedule the assessment visit.

Once the on-site assessment plan has been evaluated and accepted by the OAA Executive Director, a mutually agreeable date for site visitation by the assessment team will be made. The team leader and assessors will then conduct the assessment. At the completion of the on-site assessment, the team leader will prepare and submit a report of the team's findings to the Professional Standards Committee. The PSC will convene on the day before each quarterly scheduled meeting of the OACP Board of Directors to review all agencies presented for the award of accreditation. If the PSC finds all requirements have been met, a nomination to

award accreditation will be made to the applicants respective Association's governing board, at their next meeting.

### **Review and Decision**

The governing board of the respective Association will receive and review all PSC nominations and enter a decision to award or defer accreditation. If accreditation is awarded, the agency is advised by the Executive Director and given the opportunity to arrange a date, time, and location where the award can be formally presented.

A formal accreditation ceremony will be conferred on the agency during the respective Associations annual conference. The ceremony can also be arranged in the agency's jurisdiction if desired. In the event an agency is not granted accreditation, it may request the decision be reviewed. The review will then be submitted to the Executive Board of the respective association for a final decision.

Once achieving state accreditation, the OAA will submit all necessary documents and fees, on behalf of the agency, to the Commission on Accreditation for Law Enforcement Agencies, Inc. to receive their Recognition Award.

### **Reaccreditation**

Agencies electing to continue accredited status, must provide annual documentation of continued compliance and resubmit to an on-site assessment once every three years.

For further information, contact:

Executive Director  
Oregon Accreditation Alliance  
1320 Capital Street N.E.  
Salem, Oregon 97303  
800-784- 2867

Oregon Accreditation Alliance  
1320 Capital Street NE  
Salem, Oregon 97303

ATTACHMENT 1



ACCREDITED  
FOR  
RECOGNITION

## Tigard Police Department

Oregon Accreditation Alliance  
Law Enforcement Accreditation  
Program

## What is it?

- Mechanism to improve administrative and operational practices
- Means to document compliance with nationally accepted professional law enforcement standards

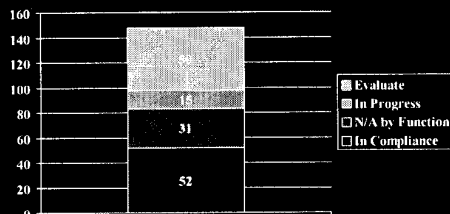
## OAA vs. CALEA

- |                                  |                                   |
|----------------------------------|-----------------------------------|
| • OAA                            | • CALEA                           |
| • 148 standards                  | • 439 standards                   |
| • All are mandatory              | • Some are "Other than Mandatory" |
| • \$2050 per year (paid by CCIS) | • \$7650 every three years        |
| • 1 to 2 years to complete       | • 2 to 3 years to complete        |

## The process

- Application Phase (June 2001)
- Self Assessment Phase (July 2001)
- On-Site Assessment (August 2002)
- Review and Decision (October 2002)

## How are we doing



## What has this meant to us?

- Required us to review our policies, ordinances, operating procedures, and facilities with a critical eye
- Provided structure and meaning for policy and operational revisions
- Ensured coordination of policies and procedures for maximum effectiveness

*What has this meant to us?*

- Improved communication within the organization
- Involved all members of the department in policy development and review
- Reduced liability exposure through clearly defined and nationally accepted professional practices

*What has this meant to us?*

TEAMWORK!

*Questions?*

AGENDA ITEM # \_\_\_\_\_  
FOR AGENDA OF April 23, 2002

CITY OF TIGARD, OREGON  
COUNCIL AGENDA ITEM SUMMARY

ISSUE/AGENDA TITLE Report on the PGE Franchise Fee Audit

PREPARED BY: Craig Prosser DEPT HEAD OK \_\_\_\_\_ CITY MGR OK \_\_\_\_\_

---

ISSUE BEFORE THE COUNCIL

Information only. Report on the process and results of the joint audit of franchise fees paid by Portland General Electric conducted by the City of Tigard and 23 other Oregon cities.

---

STAFF RECOMMENDATION

No action required.

---

INFORMATION SUMMARY

In May 2001, the City of Tigard entered into an intergovernmental agreement with 23 other Oregon cities to conduct a joint audit of PGE franchise fees. Tigard and the City of Hillsboro served as the project leads for this effort.

The cities hired Maximus Right-of-Way Services out of Houston, Texas to conduct the audit. The auditor reviewed PGE calculations of revenues generated within each city and PGE's calculations of revenues due off of those revenues. Maximus, the cities, and PGE then compared databases of addresses within each city against PGE customer databases to identify any discrepancies.

The audit revealed that there were several discrepancies in the address list and customer list databases. As a result of these discrepancies, PGE has underpaid franchise fees to 21 cities, including the City of Tigard, and overpaid 3 cities. Final calculations of amounts owed are still in process.

Staff will report to Council on the final results of the audit, including the amount owed to the City of Tigard and next steps that PGE and the cities intend to take to ensure that databases remain accurate.

---

OTHER ALTERNATIVES CONSIDERED

NA

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VISION TASK FORCE GOAL AND ACTION COMMITTEE STRATEGY

NA

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ATTACHMENT LIST

1. Press Release from PGE Government Affairs
2. April 12, 2002, Memorandum: Craig Prosser, Finance Director to Mayor and Council Regarding PGE Franchise Fee Audit Results

---

FISCAL NOTES

NA



Attachment 1



**FOR IMMEDIATE RELEASE**  
April 11, 2002



**CITY OF TIGARD**  
13125 SW Hall

**For more information, please contact:**  
Your City Finance Director/City Manager

- OR -

Craig Prosser, Finance Director  
City of Tigard, 503-639-4171 ext. 345

Karen Lee, PGE Government Affairs,  
503-464-7894 or Scott Simms, APR,  
PGE Media Relations, 503-464-7342

## **PGE and Oregon Cities Complete Franchise Fee Audit**

Tigard to receive an estimated \$310,746

Portland, Ore. — Portland General Electric (PGE) and a consortium of 24 cities in the Portland-Salem area announced today that a comprehensive audit of PGE franchise fees and privilege taxes paid to these cities has been completed.

Franchise fees represent amounts the utility pays a city government for the use of the public rights-of-way. Public rights-of-way include streets and roads. Franchise fees and privilege taxes are typically calculated at 3.5 to 5 percent of annual gross revenues within the city limits. PGE currently pays more than \$30 million a year in these fees to 51 Oregon cities. In late March PGE sent 2002 franchise payments to these cities, based on 2001 PGE revenues.

This audit by 24 cities is separate from the annual payments to cities. It included more than 500,000 PGE customer accounts, or a majority of PGE's 738,000 customers.

"This was an opportunity for both PGE and the cities to come to the table and look at their records, review geographical boundaries and share the results," said Craig Prosser, City of Tigard finance director and project lead for the consortium of cities, the Local Franchise Revenue Audit Group (LFRAG). "A lot has changed in the past few years when you consider annexations and new construction, not to mention that utilities and cities may have entirely different data tracking systems that assess municipal boundaries."

- more -

2-2-2-2

The cities hired Maximus, a Houston-based consulting firm, to audit PGE and make an independent assessment of the company's franchise payment records. PGE reviewed the records as far back as 15 years ago, depending on the city.

"This has been one of the most cooperative audits we've ever dealt with," the Maximus consultants said in a statement.

The LFRAG group decided to start the audit process with PGE instead of other utilities because, among other things, PGE's databases are in good condition and PGE serves the majority of the properties within each city, Prosser said. Additionally, with the March 1 start of Oregon's new electricity restructuring law, cities can now select one of two ways to calculate franchise fees, so the audit was timed well with this new policy.

"PGE went beyond the scope of the audit requirements by calculating the adjustment off the individual meter records rather than an averaging method," Prosser said. "The outcome from this extra step was a more accurate audit."

The result of the recent audit showed that PGE was 97.5 percent accurate in its assignment of customer addresses to the correct cities for purposes of calculating the proper fee payments. A total adjustment of approximately \$3.273 million will be made by PGE to the cities, although there are a few cases in which cities owe PGE. The total adjustment amount is about 3 percent of PGE's franchise fee and privilege tax payments of \$102,983,000, paid to these 24 cities over the past five years. With the completion of this audit, PGE plans to move forward with the remaining 27 cities it serves with a similar review.

"We've never undertaken a city-by-city audit of this magnitude before, and we've learned a lot from it," explained Pamela Lesh, PGE's vice president of Public Policy and Regulatory Affairs. "We were pleased with how high our existing accuracy rate was and we think the new technology we'll employ after this audit process will make us even more accurate in the future."

For instance, because of the audit, PGE will now review the annexation notifications periodically for vacant land that may be under development. The company also will employ new research tools and invest in new technology to more accurately track changes in city limits and what affect they have in a certain area, such as a new subdivision.

- more -

3-3-3-3

The results of the audit varied by city. The audit determined that the City of Tigard is owed an estimated \$310,746.

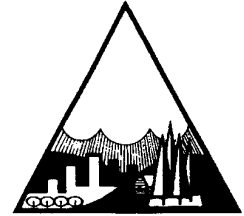
Portland General Electric, headquartered in Portland, Ore., is a fully integrated electric utility serving more than 730,000 residential, commercial and industrial customers in northwest Oregon. PGE's Internet address is [www.PortlandGeneral.com](http://www.PortlandGeneral.com)

The 24 cities participating in this audit process include: Beaverton, Cornelius, Estacada, Fairview, Gresham, Hillsboro, Lake Oswego, Milwaukie, Mount Angel, Newberg, North Plains, Oregon City, Portland, Salem, Sandy, Sherwood, Tigard, Troutdale, Tualatin, Turner, Wilsonville, West Linn, Wood Village, and Woodburn.

###

**(See attached list of city contacts, phone numbers and e-mail addresses)**

## MEMORANDUM



TO: Mayor Jim Griffith  
Tigard City Council

FROM: Craig Prosser, Finance Director

RE: PGE Franchise Fee Audit Results

DATE: April 12, 2002

The joint audit of PGE franchise fees by 24 cities led by the Cities of Tigard and Hillsboro has finally been concluded. The City of Tigard will receive a check from PGE in the amount of \$310,746 for past franchise fee payments due. Overall, the audit showed that PGE owes 21 cities a total of \$3,347,632. Three cities were overpaid a total of \$75,407. The cities that were underpaid will receive payments by the middle of May. PGE will work with those cities that were overpaid to refund the overpayments through a credit against future franchise fee payments due. I will come to Council on April 23 to give you a more complete briefing on the results of the audit.

One item that the City needs to consider at this point is how to use the money that the City will receive as a result of this audit. We have not anticipated receipt of this money in any of our financial projections. We therefore need to consider how to use these funds most wisely to achieve the greatest return for the City and our citizens. I have discussed this issue with the City Manager. We recommend that the City use these funds for projects to identify other amounts owed to the City and projects to save energy and reduce City costs.

We have developed the following list of possible uses. Tier I represents our highest priorities, projects which we feel have the greatest potential for return on the City's investment, and projects that do not have a clearly identified alternative source of funding. Tier II represents good projects but ones of lesser priority, lesser return on investment, or which have alternative sources of funding. I will seek your input on these recommendations during my briefing at the April 23 Council meeting.

### PGE Franchise Payment Options

#### Tier I

1. Set aside a portion for the next utility audit.

When we developed the PGE audit project, the 24 cities talked about this project as the start of an ongoing, joint program to audit all city franchise holders on a regular basis. We are now talking to the League of Oregon Cities about

sponsoring such a program. Future audits will likely be more expensive for a variety of reasons. (Other utilities do not serve all city residents – i.e. Natural Gas, and Qwest and Verizon records are kept in Denver and Texas.) I don't have an estimate of the possible cost at this time, but I would suggest \$20,000.

2. Set aside a portion for a Right-of-Way study.

A Right-of-Way study would look at the costs of building, maintaining, and operating the public right-of-way and would help to attribute those costs to specific causes (i.e. utility cuts, traffic loads, construction activity, etc.). With this information, the City could then look at fees, charges, and other revenues to make sure that the City is recovering those costs. I do not have an estimate of the cost of a Right-of-Way study at this time. For planning purposes, however, I would use \$25,000.

3. Place in Facility Fund for energy conservation aspects of the conversion of the old library building to offices and remodeling of City Hall.

If voters approve the New Library Bond, the City will convert the old library into offices and remodel City Hall. This will be done using funds that the City has been reserving in the Facility Fund. The balance of the PGE payment, after items 1 and 2, should be transferred to the Facility Fund to be used for energy savings improvements to these two buildings. This will produce continuing savings for the City.

#### Tier II

4. Place in Facility Fund for energy conservation improvements to other city buildings.

The greatest energy savings would occur in buildings with the greatest use (i.e. City Hall and the old library). Other City buildings (Water Building, Public Works, the Niche, etc.) would also benefit from energy conservation improvements. Energy savings in these other facilities would probably be smaller than the larger buildings, alternative funding sources may exist, or the buildings may be removed or sold in the future. These factors make this item a lesser priority than Tier I.

5. Create a General Fund Renewal and Replacement Reserve.

Major maintenance and equipment replacement can be easily predicted, and the City should be setting aside funds for these future expenses. These items include things such as carpet replacement, parking lot repaving, HVAC replacement, reroofing, etc. The PGE funds could be used to establish a Renewal and Replacement Reserve. This is a lesser priority than Tier I because it does not generate additional revenue.

6. Place in General Fund to reduce projected decline in fund balance.

The General Fund is projected to experience a declining fund balance. The PGE payment could be placed in the General Fund to give the fund balance a one-time boost. This would buy the City additional time to address the underlying causes of the declining fund balance, but it does not solve the problem.

7. Place in Facility Fund for additional “green building” aspects of the New Library.

The City plans to use “green building” construction techniques and energy conservation measures in the New Library Building. These plans will be fully funded through the New Library Bond.

AGENDA ITEM # \_\_\_\_\_  
FOR AGENDA OF April 23, 2002

CITY OF TIGARD, OREGON  
COUNCIL AGENDA ITEM SUMMARY

ISSUE/AGENDA TITLE Update on the FY 2002-03 Budget Process

PREPARED BY: Craig Prosser DEPT HEAD OK \_\_\_\_\_ CITY MGR OK \_\_\_\_\_

ISSUE BEFORE THE COUNCIL

Information only. Update on the FY 2002-03 budget process, including Budget Committee meeting dates.

STAFF RECOMMENDATION

No action required.

INFORMATION SUMMARY

Staff will update the Council on the status of the FY 2002-03 Budget process, including scheduled Budget Committee meeting dates. Please see attached memo.

OTHER ALTERNATIVES CONSIDERED

NA

VISION TASK FORCE GOAL AND ACTION COMMITTEE STRATEGY

NA

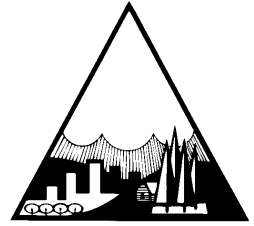
ATTACHMENT LIST

Memo dated April 9, 2002

FISCAL NOTES

NA

# MEMORANDUM



TO: Mayor Jim Griffith and Tigard City Council

FROM: Craig Prosser, Finance Director

RE: FY 2002-03 Budget Process Update

DATE: April 9, 2002

The City of Tigard's FY 2002-03 Budget process is rapidly approaching its climax. City departments have been working since last fall to prepare for the upcoming Budget Committee meetings. The City Manager's Proposed Budget will be released at the end of April. The Budget Committee will meet the first three Monday evenings in May to review and approve the Proposed Budget. The Budget, as approved by the Budget Committee will be presented to the City Council on June 11 for adoption.

The FY 2002-03 Budget process began in October of 2001 with the preparation of the City's Five Year Financial Plan/Forecast. The Financial Plan forecasts revenues and resources available to support City programs over the next five years and compares those resources to expected operating and capital needs. The results of this forecast showed a downward trend in General Fund balances over the next five years due to the downturn in the economy and the continued demand for City services.

Departments prepared FY 2002-03 Budget requests in light of the financial forecast. Department requests were completed February 1, 2002. Departments were required to show how they might reduce their budget requests by 5%. The Finance Department analyzed department requests and potential reductions. The City Manager and Finance Director met with each department director to discuss the requested budget and to develop the City Manager's budget proposals.

The Finance Department is currently incorporating all of the City Manager's proposals into the FY 2002-03 Proposed Budget. At the same time, the Finance Department is updating the Financial Plan to reflect the Proposed Budget and is updating financial forecasts in light of current economic conditions. The Proposed Budget is scheduled to be released the last week in April.

The Tigard Budget Committee, made up of the City Council and five citizens, will meet the first three Monday evenings in May to review and approve the Proposed Budget. The City Manager, the Finance Director, and department directors will present the Proposed Budget to the Budget Committee, who will review and discuss the proposals and make any changes they feel are appropriate. All meetings of the Budget Committee are open to the public, and public comment is invited. Meetings will be held Mondays, May 6, May 13, and May 20 from 6:30 to 9:00 p.m. in the Tigard Water



Auditorium, 8777 SW Burnham. If needed, a fourth meeting will occur on Wednesday, May 29, 2002.

The Budget, as approved by the Budget Committee, will be presented to the Tigard City Council on Tuesday, June 11. The Council will convene a hearing to accept public comment, may modify the Approved Budget (within limits established by state law), and will then vote to adopt the Budget.

CITY OF TIGARD, OREGON  
COUNCIL AGENDA ITEM SUMMARY

ISSUE/AGENDA TITLE Tigard named as Tree City USA; Arbor Day to be April 26, 2002

PREPARED BY: Matt Stine, Dan Plaza DEPT HEAD OK \_\_\_\_\_ CITY MGR OK \_\_\_\_\_

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ISSUE BEFORE THE COUNCIL

To inform Council that Tigard has been designated Tree City USA by the National Arbor Day Foundation and invite members to join Mayor Griffith in attending the Arbor Day celebration on April 26, 2002 at Templeton Elementary School.

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STAFF RECOMMENDATION

Staff would like to recommend that Council members join Mayor Griffith in attending the Arbor Day celebration at Templeton Elementary School on April 26, 2002.

---

INFORMATION SUMMARY

On January 23, 2001 City Council gave the Department of Public Works- Parks Division permission to pursue a Tree City USA designation. Pursuing the Tree City USA designation involves meeting four standards outlined by the National Arbor Day Foundation. The four standards are:

1. Spend at least \$2.00 per capita on the urban forestry program.
  - During the 2001 calendar year Tigard spent more than \$147,000 on urban forestry-related activities which included City staff and volunteer tree plantings, site preparation, hazard tree removals and tree pruning.
2. Celebrate Arbor Day and proclaim Arbor Day
  - Arbor Day was celebrated on April 18, 2001.
  - The Mayor read a proclamation and proclaimed April 18, 2001 as Arbor Day in Tigard during the Arbor Day celebration held at C.F. Tigard Elementary School.
3. Create a Tree Board
  - On January 23, 2001 the City Council approved and the Mayor signed resolution number 01-02 to establish a Tree Board. Applications to serve on the Tree Board were submitted by numerous Tigard residents. We interviewed and selected applicants from citizens living in Tigard and Planning Commission members. The Tree Board meets on the second Monday of every month. The Tree Board is currently made up of three Tigard citizens (Jan Gorsline, Bob Tinnin and Brooks Gaston) and one Planning Commission member (Judy Anderson).
4. Develop a Public Tree Care ordinance.
  - The ordinance was created, although it is still being reviewed by the City Attorney's office. The final step will be for the City Council to review and approve the document.

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OTHER ALTERNATIVES CONSIDERED

N/A

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## VISION TASK FORCE GOAL AND ACTION COMMITTEE STRATEGY

From the Urban & Public Services portion of “Tigard Beyond Tomorrow”

- Goal #1- School Educational Program.
- Goal #2- Open space and greenway areas are preserved and protected.

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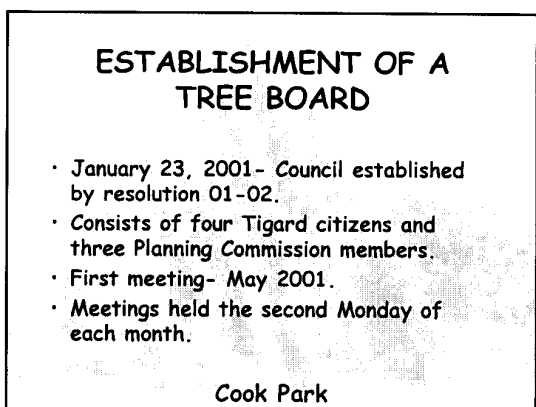
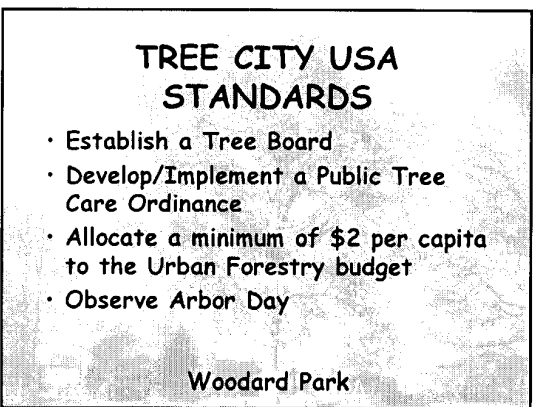
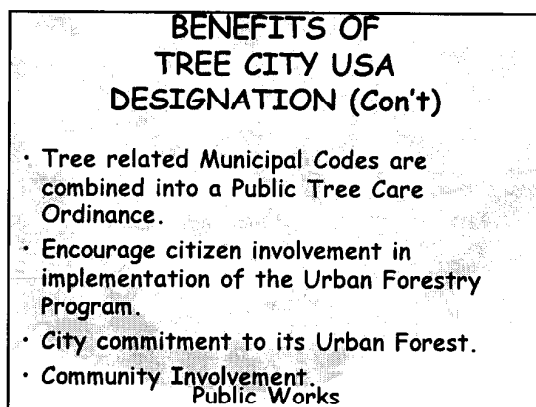
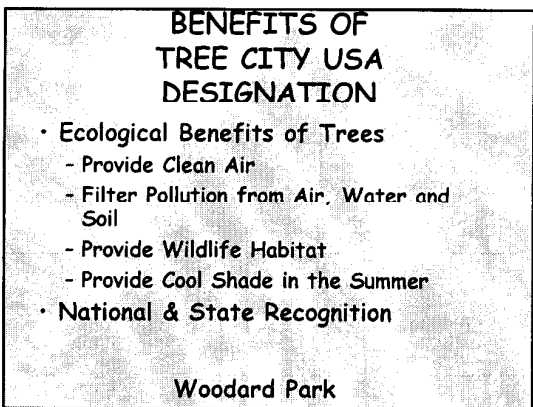
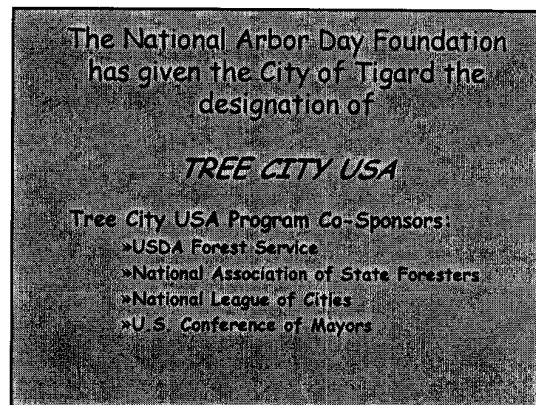
## ATTACHMENT LIST

- Power Point presentation.
- A copy of the proclamation.
- Arbor Day celebration schedule.

---

## FISCAL NOTES

There have been no additional or extra costs incurred by the City as a result of pursuing and/or obtaining the Tree City USA designation. Furthermore, it is anticipated that there will be no additional out of budget expenses required in the future in order to maintain the Tree City USA status.



### DEVELOP & IMPLEMENT A PUBLIC TREE CARE ORDINANCE

- Currently under review by the City Attorney's office.
- City Council will provide final review and approval.

Cook Park

### ALLOCATE A MINIMUM OF \$2 PER CAPITA TO THE URBAN FORESTRY BUDGET

- Required expenditures based on 44,000 Tigard residents-\$88,000.
- Calendar year 2001- Public Works expended in excess of \$147,000.

Cook Park

### CELEBRATE ARBOR DAY

- Arbor Day celebrations at C.F. Tigard and Mary Woodward Elementary Schools.
- Mayor Griffith read the proclamation declaring April 18, 2001 as Arbor Day in Tigard.
- Seven trees planted.

Cook Park

### ARBOR DAY 2002

- Woodard Park- National Youth Service Day.
- Templeton Elementary School.
  - Mayor reads proclamation.
  - Paul Ries, from Oregon Department of Forestry, presents the Mayor with 2001 Tree City USA plaque, flag and two road signs.
  - Four trees will be planted.

Cook Park

The City of Tigard is proud to  
receive The National Arbor Day  
Foundation's designation of

***TREE CITY USA***

We look forward to a long continuing  
tradition in the  
Tree City USA program.

# PROCLAMATION

City of Tigard, Oregon

## Arbor Day

**WHEREAS,** In 1872, Arbor Day, a special day set aside for the planting of trees, was first celebrated in Nebraska; and

**WHEREAS,** Tigard's urban forest of public and private parks and greenways is part of a larger ecology that spans from mountains to ocean and is integral to our region's water quality; and

**WHEREAS,** our urban forest includes a diversity of trees that grace our city streets, parks and greenways, provide habitat for wildlife, soften hardscapes, clean the air, protect water resources, and ensure that everyone can experience natural beauty where we live, work and recreate; and

**WHEREAS,** the City of Tigard recognizes that our urban forest is a necessary and is an integral part of the city's infrastructure and ecosystems; and

**WHEREAS,** we are committed to provide resources to maintain and enhance the urban forest; and

**WHEREAS,** people of all ages and backgrounds, including citizens, civic organizations, businesses and city agencies, have formed partnerships to participate actively in the stewardship and caretaking of Tigard's urban forest; and

**NOW, THEREFORE BE IT RESOLVED THAT** I, JAMES GRIFFITH, Mayor of the City of Tigard, Oregon, do hereby proclaim April 26, 2002 to be:

## ARBOR DAY

in the City of Tigard, Oregon

and encourage people throughout the entire city to become more involved with the planting and stewardship of the urban forest throughout the year of 2002.

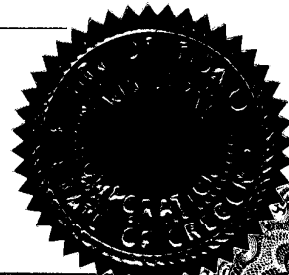
Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2002.

**IN WITNESS WHEREOF,** I have hereunto set my hand and caused the Seal of the City of Tigard to be affixed.

James E. Griffith, Mayor  
City of Tigard

Attest:

\_\_\_\_\_  
City Recorder



ARBOR DAY CELEBRATION  
APRIL 26, 2002  
TEMPLETON ELEMENTARY SCHOOL  
TIGARD, OREGON

- 1:00 Ceremony begins- City Forester gives introduction. Recognizes several people- Mayor, City Councilors, City Manager, Public Works Director, Volunteer Coordinator, Parks Manager, Parks Supervisor, Parks staff.
- 1:10 Mayor reads Arbor Day proclamation
- 1:15 Paul Ries, Oregon Urban Forestry Program Manager, presents the Mayor with the 2001 Tree City USA award.
- 1:20 Mayor says a few words. Kids ask Mayor four questions. One student from each class steps up and asks the Mayor a question.
- 1:30 Adjourn to tree planting sites and plant trees. City staff at each tree will explain what must happen in order to plant the tree. Interactions with students talking about the importance of trees and why we are planting them.
- 1:45 Mayor gets photo taken with "Tree City USA" street sign and a "City of Tigard" portal sign.
- 2:00 Activities end.

NOTES:

- There will be four classes so we will plant four trees- 2 bigleaf maples and 2 western red cedars. The holes should be dug that morning and protected with caution tape, cones, etc. Pam Hallvick, the school's principal, made this suggestion. Kids will be outside close to the area of the tree planting throughout the day.
- The kids will hopefully present the mayor with "gifts" that they made in their classes- poems, pictures, etc regarding trees.
- The P.A. system will be on loan from Tigard Music. SOMEONE MUST PICK IT UP THE DAY BEFORE. Whoever picks it up should get a quick lesson on how to use it. It is a very valuable and brand new battery powered system that is very easy to use and quite small.

CITY OF TIGARD, OREGON  
COUNCIL AGENDA ITEM SUMMARY

ISSUE/AGENDA TITLE IGA Establishing Tualatin Basin Natural Resources Coordinating Committee

PREPARED BY: Duane Roberts DEPT HEAD OK \_\_\_\_\_ CITY MGR OK \_\_\_\_\_

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ISSUE BEFORE THE COUNCIL

Should the City enter into an agreement with other Washington County jurisdictions and special districts to jointly develop a protection program for Metro-identified natural resource sites located within Washington County?

---

STAFF RECOMMENDATION

Authorize the Mayor to sign the agreement.

---

INFORMATION SUMMARY

Metro is in the process of developing a plan for regional fish and wildlife protection in accordance with Statewide Goal 5. The Metro planning process follows the Statewide Goal 5 process and includes three steps: Inventory, ESEE (environmental, social, economic, and energy) Analysis, and Protection Plan. The ESEE analysis involves identifying conflicts between protecting resource sites and how they should be resolved. This step is followed by the establishment of the protection program for the resource sites. So far, Metro has adopted an inventory of significant riparian sites and by mid-April 2002 is scheduled to adopt an inventory of significant wildlife sites. The target date to complete Goal 5 through the ESEE phase is August 2002. The timeline is driven by the Metro Council's need to consider the capacity consequences of a regional fish and wildlife protection plan in order to make decisions about the region's Urban Growth Boundary by December 31, 2002. The target date for the completion of the protection plan is sometime next year.

In December 2000, Tigard entered into an agreement with the other County jurisdictions to form a working group intended to inform and influence the Metro Goal 5 planning process. In late December 2002, in response to an idea advanced by the working group, Metro Council decided to allow individual jurisdictions and groups of jurisdictions the option of completing the remaining steps in the Goal 5 process for their respective basins. Under this approach, Metro will establish regional parameters for conflicting uses and the ESEE decision process, along with a timeline for the completion of the basin plan. The scope and details of the basin approach are defined in the "Basin Approach Issues" paper attached as an exhibit to the IGA "Establishing the Tualatin Basin Natural Resources Coordinating Committee" or TBNRCC (Exhibit 1).

The TBNRCC IGA is a cooperative agreement between local jurisdictions to form a basin group. As described in the governance section, the group's executive committee consists of the chief elected official of the governing body of each jurisdictional member. Each member has one vote. Meetings are open to the public. The scope of the committee's authority includes spending money, hiring consultants, coordinating with the Healthy Streams program, conducting hearings, and developing a protection plan for regionally-identified natural resources located within Washington County.



The IGA provides for the assignment rather than the delegation of land use authority. It does not give the basin group the authority to adopt final land use decisions. Under the agreement, each individual jurisdiction decides whether to adopt the basin protection program and retains the full range of options. Deviation from the adopted protection plan is allowed, but proof of substantial compliance is the responsibility of the jurisdiction making the request to Metro. Jurisdictions are required to adopt or reject proposed model amendments implementing the basin program decisions within six months after Metro acts on the basin program.

The City Attorney has reviewed the agreement, which originated with the Washington County Counsel, and did not find anything in it contrary to the City's interests.

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#### OTHER ALTERNATIVES CONSIDERED

Do not adopt the agreement and do not participate in the Goal 5 basin approach.

---

#### VISION TASK FORCE GOAL AND ACTION COMMITTEE STRATEGY

The Action Plan for Growth and Growth Management Goal #1 calls for the City to "Protect natural resource areas from the impacts of increased growth".

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#### ATTACHMENT LIST

Attachment #1: Intergovernmental Agreement: Formation of Tualatin Basin Natural Resources Coordinating Committee; Metro Regional Resource Planning Project

Attachment #2: Memo to Tualatin Basin Natural Resources Coordinating Committee, March 25, 2002

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#### FISCAL NOTES

The attached memo outlines the proposed budget for the project. Tigard's individual contribution, based on population, is set at \$13,921. The budget covers technical planning, hearing procedures, legally sufficient finding, and public involvement. These funds are not budgeted and would come from the General Fund.

i/citywide/sum/fanno.basin.formationIGA

**INTERGOVERNMENTAL AGREEMENT  
FORMATION OF TUALATIN BASIN NATURAL RESOURCES COORDINATING  
COMMITTEE; METRO REGIONAL RESOURCE PLANNING PROJECT**

This Agreement is entered into by the cities, counties and special districts (collectively "Basin governments") that are signatories to this Agreement.

WHEREAS, ORS 190.010 - .110 authorizes units of local government to enter into agreements for the performance of any functions and activities that a party to the agreement, its officers or agencies have authority to perform;

WHEREAS, an agreement under ORS 190.010 shall specify the functions or activities to be performed and by what means they shall be performed;

WHEREAS, the Basin governments have responsibilities and authority under State law and/or their local charters to conduct comprehensive planning and to administer implementing land use regulations within their respective jurisdictions, or have regulatory authority and provide services that are connected with these land use planning responsibilities;

WHEREAS, the Portland Metropolitan Service District ("Metro") has undertaken the responsibility to prepare a regional Goal 5 program which would affect existing and developing policies of the Basin governments.

WHEREAS, the Basin governments have determined that it is in their best interests to jointly prepare and coordinate planning and regulatory programs concerning State Goal 5, Title 3, Section 5 of Metro's Urban Growth Management Functional Plan, the federal Clean Water Act and related state regulations, the Endangered Species Act, and other regional natural resource related matters,

NOW, THEREFORE, in consideration of the mutual covenants herein, the parties to this Agreement hereby agree to undertake the following actions:

**1. Formation; Scope of Authority**

The parties hereby establish the Tualatin Basin Natural Resources Coordinating Committee ("TBNRCC"), and delegate to the TBNRCC the authority that each party has within its jurisdictional territory to perform the following functions and exercise the following powers for and on behalf of the parties and their jurisdictional territories within the Tualatin Basin area to achieve the purpose and objectives of this Agreement:

1.1 Expend funds contributed by the parties to this joint Tualatin Basin response to the Metro regional Goal 5 project pursuant to Section 3 of this Agreement.

- 1.2 Enter into contracts with consultants and other parties necessary to the completion of this project, subject to compliance with the Washington County public contracting rules and regulations.
- 1.3 Enter into an Intergovernmental Agreement with Metro ("Metro-TBNRCC IGA") to perform and submit to the Metro Council the regional Goal 5 ESEE and Program Development steps of the Metro Goal 5 Program for the Goal 5 resources within the jurisdictions of the Basin governments.
- 1.4 Further develop, refine and carry out the tasks and responsibilities of the Basin governments described in the "Tualatin Basin Approach" attached hereto as Exhibit "A".
- 1.5 Appear on behalf of the parties in Metro Goal 5 legislative, administrative and other proceedings and speak for the parties and their jurisdictional territories on matters that concern potential effects of the Metro Goal 5 program on the parties.
- 1.6 Consider unique circumstances identified by Basin governments in developing Goal 5 ESEE and Program decisions and alternatives suggested by such governments to address these circumstances in ways that conform with the Basin ESEE and Program decisions.
- 1.7 Review Healthy Streams Plan proposals and recommendations developed by Clean Water Services in response to the Clean Water Act and Endangered Species Act, coordinate Goal 5 ESEE and Program decisions with the Healthy Streams Plan, and recommend actions to achieve such coordination to the Clean Water Services District.
- 1.8 Appoint TBNRCC subcommittees, task forces or other advisory groups as may be required by the Metro-TBNRCC IGA or deemed appropriate by the TBNRCC.
- 1.9 Conduct public outreach required by the Metro-TBNRCC IGA or otherwise relating to a proposed coordinated Tualatin Basin Goal 5 program that would be adopted by Metro as an element of its Urban Growth Management Functional Plan.
- 1.10 Undertake other actions needed to perform TBNRCC responsibilities under the Metro-TBNRCC IGA or to formulate the coordinated Tualatin Basin Goal 5 program.

The TBNRCC shall not have authority, delegated or otherwise, to adopt final land use decisions on behalf of, or binding upon, any Basin government.

## **2. Governance**

The TBNRCC shall consist of the chief elected officer of the governing body of each Basin government or his/her alternate from that governing body. Notwithstanding the foregoing, the member and alternate from Clean Water Services shall be a person other than the chair and alternate representing the Washington County Board of Commissioners on the TBNRCC. In addition, the Metro Council may appoint from

among its members two ex-officio non-voting members to the TBNRCC. All these appointments to the TBNRCC should be made within 30 days of the effective date of this Agreement.

2.1 Each TBNRCC member except ex-officio members shall have one vote. A TBNRCC meeting quorum shall consist of a majority of all voting members. The TBNRCC shall establish bylaws setting forth meeting times and rules of procedure as it deems necessary to carry on its business.

2.2 Meetings of the TBNRCC and its subcommittees shall be open to the public, subject to the provisions of the Oregon Public Meetings Law.

2.3 Washington County shall provide staff services to schedule meetings, keep minutes, administer consultant contracts, pay approved expenses and such other administrative matters necessary to conduct TBNRCC business.

### **3. Funding**

3.1 The estimated total cost for services needed to enable the TBNRCC and its staff to perform the work tasks and activities described in this Agreement will be \$100,000. There will be additional costs up to \$50,000 for public notice and public outreach. The total costs will be shared as set forth below. Upon execution of this Agreement, as its pro rata share contribution to this joint effort, each party to the Agreement shall pay to Washington County an amount calculated as follows:

- a. The percentage of the total current population (2000 U.S. Census) of Washington County within incorporated and unincorporated areas shall be calculated.
- b. Washington County, Clean Water Services and the Tualatin Hills Park and Recreation District, individually, shall each pay 1/3 of the percentage of the cost representing the total unincorporated population.
- c. The percentage representing the total incorporated population shall be divided among the signatory cities based on each respective city's population as a percentage of the total incorporated population.

Based on the above, Exhibit B attached hereto specifies the amount each party is to contribute for services and for public notice and outreach.

3.2 Washington County shall separately account for the funds and provide appropriate documentation as reasonably requested by the TBNRCC or any individual TBNRCC member.

3.3 If the initial \$100,000 plus \$50,000 for public notification and outreach costs is insufficient to complete the TBNRCC tasks described in this Agreement, the TBNRCC, by 2/3 majority vote of the Committee members, may authorize additional expenditures without action by the governing bodies of the members. If additional expenditures are authorized, the TBNRCC shall calculate the additional amount of funds needed from

each party to the Agreement, based on the formula in item 3.1 above, and request payment of such additional amount from each party to complete the tasks. At that time a party may elect to withdraw from the TBNRCC rather than contribute such additional funds to the project. If a party withdraws pursuant to this Section or Section 6, any excess funds already contributed by that party shall not be returned to the withdrawing party unless the TBNRCC determines that such a refund is equitable and appropriate. If unexpended funds remain after completion of the TBNRCC tasks described in this Agreement, each party shall receive a share of such unexpended funds proportional to its contribution.

#### **4. Other members**

The TBNRCC may permit additional local governments to join as full-members or as non-voting associate members. Additional full voting members shall make pro-rata contributions as described in Paragraph 3, and the contributions of all full voting members shall be adjusted accordingly.

#### **5. Responsibilities of Participating TBNRCC Members**

5.1 Each Basin government member shall contribute, at its own reasonable expense, such staff work, documents and other resources as may reasonably be requested by the TBNRCC in order to carry out the TBNRCC's responsibilities, and its own responsibilities under this Agreement. Each Basin government shall cooperate fully with the TBNRCC during the performance of these responsibilities.

5.2 The TBNRCC shall work generally to implement the "Tualatin Basin Approach" attached hereto as Exhibit A. The TBNRCC shall provide opportunities for public involvement, conduct a Tualatin Basin Goal 5 ESEE analysis, and formulate a coordinated Goal 5 Program for regionally significant Goal 5 resources within the jurisdictions of Basin governments for resources identified in the riparian corridor and wildlife habitat inventories accepted by the Metro Council. It shall submit its analyses and decisions on these matters to Metro for consideration.

5.3 If Metro includes these TBNRCC decisions in its adopted functional plan provisions in substantially the same form as submitted by the TBNRCC, the city and county Basin governments shall initiate, provide notice, and hold hearings on proposed ordinances amending their comprehensive plans and land use regulations to implement the Metro functional plan components submitted by the TBNRCC. Each city and county Basin government will conclude hearings and adopt, adopt with amendments, or reject the proposed ordinances to amend comprehensive plans and land use regulations within 180 days after the Metro Council's final decision adopting the TBNRCC decisions as part of the Metro functional plan. Each Basin government shall take final action adopting or rejecting any other program or regulation necessary to implement the adopted Metro functional plan provisions submitted by the TBNRCC within 180 days after the Metro Council's final decision, or as soon as possible thereafter if its charter or other notice and hearing requirements prevent final action within 180 days. Nothing in this Agreement or

the Metro-TBNRCC IGA shall obligate any Basin government to adopt the proposed ordinances or other programs or regulations necessary to implement the adopted Metro functional plan provisions. However, each Basin government shall adopt findings explaining its decision to reject or vary from ordinances, programs, or other actions necessary to implement the adopted Metro functional plan provisions submitted by the TBNRCC. Failure to adopt ordinances or other programs or actions necessary to implement the Metro functional plan provisions submitted by the TBNRCC may result in a determination by Metro that plans or land use regulations do not substantially comply with the Metro functional plan.

## **6. Term**

The Agreement shall terminate on June 30, 2004, unless terminated earlier or extended by action of the governing bodies of a 2/3 majority of Basin governments that are then voting members. Any Basin government may withdraw from the TBNRCC upon 60 days written notice to the TBNRCC. Within 30 days of withdrawal, the Basin government may be refunded a prorated return of any remaining funds it contributed to this project in accordance with Section 3.3 of this Agreement and provided copies of any documents or other resource materials prepared prior to withdrawal.

## **7. Amendment**

Amendments to this Agreement may be proposed by any member of the TBNRCC and shall be incorporated into the Agreement if approved by an affirmative vote of the governing bodies of 2/3 of all the voting TBNRCC members.

## **8. Miscellaneous**

8.1 The parties to this Agreement are the only entities or persons entitled to enforce its terms. Nothing in this IGA gives or is intended to provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

8.2 No person shall be denied or subjected to discrimination by any Basin government in receipt of the benefits of any services or activities made possible by or resulting from this IGA on the grounds of race, color, religion, gender, sexual orientation, national origin, disability, age, or marital status.

8.3 The TBNRCC has no employees. Each basin government shall be solely responsible for its own employees, including but not limited to compensation for and supervision of work performed by its employees in connection with any matter described in this Agreement.

8.4 Subject to the limitations in the Oregon Tort Claims Act and the Oregon Constitution, each party agrees to hold harmless, indemnify and defend each other, including each other's officers, employees and agents against all claims, demands, actions, suits and appeals (including attorney fees and costs) arising from the indemnitor's acts or omissions under this Agreement. In addition, each party shall be solely responsible only for its proportional share established in this Agreement of any contract claims, delay damages or similar monetary claims arising from or caused by the action or inaction of the party or of any other party in the administration of this Agreement. Each party shall give the other immediate written notice of any action or suit filed or any claim made against that party that may result in litigation in any way related to this Agreement. However, each party shall be solely responsible for the defense of any action, claim, suit, or appeal (including land use appeal) arising out of that party's actions pursuant to Section 5.3 to implement adopted Metro functional plan provisions. Each party agrees to maintain insurance levels or self-insurance in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.270.

8.5 If any claim, demand, action, suit or appeal is filed against the TBNRCC, the parties agree to cooperate in good faith in defending or otherwise addressing it.

8.6 This Agreement is intended as the complete, exclusive and final expression of the Agreement among the parties to this Agreement.

8.7 If any terms or provisions of this Agreement or the application thereof to any person or circumstance shall, to any extent, be determined by a court to be invalid or unenforceable, the remainder of this Agreement and the application of those terms and provisions shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

## **9. Effective Date**

The TBNRCC shall be deemed formed, and this Agreement be effective, on the date it is executed by Washington County and seven others of the following Basin governments:

- Washington County
- Clean Water Services
- Tualatin Hills Parks and Recreation District
- City of Beaverton
- City of Hillsboro
- City of Tigard
- City of Tualatin
- City of Sherwood
- City of Cornelius
- City of Forest Grove
- City of Durham
- City of King City
- City of North Plains

This Agreement consists of seven pages (including this signature page) plus Exhibits A and B. A separate signature page is included for each participating government; the compilation of all final (signed) signature pages with a single copy of the preceding 6 pages and Exhibits A and B shall represent the final agreement.

Each participating government shall provide a signed original of this page to Washington County for compilation and recording of the final agreement.

**CITY OF TIGARD**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## Tualatin Basin Approach

1/30/02 Draft

**What** The basin approach is a proposal that local governments take responsibility as described in Steps 1 and 2, below, within the greater part of the Tualatin River basin for the next phases (ESEE and program development) of the region's fish and wildlife habitat program, subject to coordination with, and final product approval by, the Metro Council. Riparian corridors and wildlife habitat determined to be regionally significant consistent with State Goal 5, and Clean Water Act requirements and Endangered Species Act listings would all have to be addressed in a basin approach.

**Where** The basin proposal could apply to any large whole watershed within the region, if approved by Metro. For the Tualatin Basin, the general geographic extent is that area draining the Tualatin River. The basin consists of areas inside of the current Metro urban growth boundary and Metro jurisdictional boundary, Metro UGB alternatives analysis areas and rural, farm and forest lands beyond. Regional resources determined by Metro, potential regional resources identified in areas studied by Metro in its UGB Alternatives Analysis and the rural, farm and forest lands beyond identified by Washington County as significant resources shall be addressed in the Tualatin Basin Approach.

**Who** Currently, a consortium of local governments including the cities of Beaverton, Cornelius, Durham, Forest Grove, Hillsboro, King City, Sherwood, Tigard and Tualatin, as well as Washington County, Clean Water Services and Tualatin Hills Parks and Recreation District have expressed a willingness to address the Tualatin Basin. Inclusion of, or coordination with, other jurisdictions with responsibilities within the Tualatin Basin such as Clackamas County and the cities of Lake Oswego and Portland are underway. Individual property owners, interest groups, local government advisory committees and other interested parties would also be provided opportunities to participate during this work effort. In addition, Metro would participate in the Basin Approach through Council representation on the Tualatin Basin Coordinating Committee, through project updates to, and feedback from the Natural Resource Committee, MPAC, MTAC, Goal 5 TAC, WRPAC, and through the Metro staff. The Metro Council would make recommendations about the ESEE decision to delineate areas to "prohibit" or "limit" conflicting uses and make the final decision about whether a basin approach met regional standards after consultation with its advisory committees.

**Why** The Basin Approach proposal has been made in part because of a concurrent, joint efforts by the Tualatin Basin governments, the Washington County Clean Water Services and others to address Federal Clean Water Act requirements and Endangered Species Act listings that likely will affect the same areas as Metro's fish and wildlife habitat protection plan. In addition to reducing the number of times that the same areas are analyzed and public outreach provided and applying more detailed information than is readily available region-wide, this Basin Approach allows for coordination among similar, but distinct Federal, State and regional requirements. The basin approach can also provide local governments with an opportunity to shape a basin-wide program that is tailored to local conditions within the Tualatin River basin while addressing regional

Goal 5 objectives. Because the Basin Approach is proposed as being completed concurrently with Metro's regional tasks, the Tualatin Basin is most likely to be implemented sooner than other portions of the region if the non-basin jurisdictions wait for the Metro regional safe harbor to be completed and acknowledged by the state before they begin local implementation tasks.

**When** The basin proposal would complete this work parallel to the rest of Metro's fish and wildlife habitat program region-wide. Both the region's work effort as well as the Basin Approach work products would be timed to allow for Metro Council consideration of the data and likely capacity consequences of a regional fish and wildlife protection plan in order to make decisions about the region's urban growth boundary by December 31, 2002. To accomplish this, materials defining the impact on the UGB buildable land inventory would need to be readied by Metro staff by August 1, 2002. The Tualatin Basin Approach has proposed to meet Metro's decision timeline. The Tualatin Basin Coordinating Committee would formally provide a Basin Approach timeline and work completion schedule.

**How** The basin approach will be accomplished by setting goals and standards<sup>1</sup>, providing legal structure for coordination, establishing a process and monitoring and evaluation.

**Goals.** The adopted Regional Framework Plan states that the region shall manage watersheds to protect, restore and ensure to the maximum extent practicable the integrity of streams, wetlands and floodplains, and their multiple biological, physical and social values. Metro's fish and wildlife vision articulates the overriding goal of the Basin Approach:

"The overall goal is to conserve, protect and restore a continuous ecologically viable streamside corridor system, from the streams' headwaters to their confluence with other streams and rivers, and with their floodplains in a manner that is integrated with the surrounding urban landscape. This system will be achieved through conservation, protection and appropriate restoration of streamside corridors through time."

Improvement of habitat health within each of the Region's 27 hydrologic units including the eleven hydrologic units inside the Tualatin Basin shall be a primary objective of the Basin Approach. The following objectives within Metro's Fish and Wildlife Habitat Vision Statement shall be pursued by the Basin Approach: to sustain and enhance native fish and wildlife species and their habitats; to mitigate high storm flows and maintain adequate summer flows; to provide clean water; and to create communities that fully integrate the built and natural environment. The region wide system of linked significant fish and wildlife habitats will be achieved through preservation of existing resources and restoration to recreate critical linkages, as appropriate and consistent with ESEE conclusions about whether to prohibit, limit or allow conflicting uses within a regionally significant resource site. Avoiding any future ESA listings is another primary Basin

Approach objective. The sentences quoted above from the Vision Statement as the overall goal shall be the goal against which the Tualatin Basin Approach will be reviewed. Objectives cited above provide additional guidance as to how the Tualatin Basin Approach should be completed and an intergovernmental agreement between the consortium and Metro will provide additional working details.

Legal Structure. Intergovernmental agreements will be used to ensure Basin Approach coordination among the affected local governments, and Metro. In addition, staff level memoranda of understanding will be used to assure coordination between consortium members, Metro and those relevant jurisdictions not directly participating in the Tualatin Basin Approach.

Process. The Metro-Tualatin Basin Approach coordination process would have two-steps. The first step would be a check-in by the Tualatin Basin Approach with Metro before making ESEE decisions for the Basin for Metro input and advice. The second step would be Metro Council review of Basin Approach program recommendations and determination of program conformance with the Basin Approach review criteria described above. In addition, ongoing coordination between the Tualatin Basin Approach staff and Metro staff would occur as work on the Basin Approach proceeds. A public involvement plan meeting the region's goals for providing substantial opportunities for participation by the public would be completed for the region (including how the Tualatin Basin would be addressed) after coordination with the Metro Committee on Citizen Involvement.

**Step 1. The ESEE Decision.** Metro, local governments and other interested parties will work to establish a regional ESEE method. One possible method would be to design regional ESEE parameters for application within 27 hydrologic units throughout the Region. The Tualatin Basin would develop basin-wide and local ESEE parameters for the Tualatin Basin. Both sets of ESEE parameters shall guide the identification of areas for prohibiting, limiting or allowing conflicting uses within the Tualatin Basin. The results of applying these parameters within the Basin would be mapped.

This map could be constructed for the entire region, using the selected regional ESEE parameters and the mapped results of the Tualatin Basin Approach ESEE analysis, further informed by any other local considerations. This information would be used for two purposes. First, it would provide the foundation of the ESEE decision. Second, the map could also be used to estimate the influence of the region's fish and wildlife habitat program on the housing and job capacity calculations for the region's periodic review of its urban growth boundary. The Tualatin Basin ESEE decision about which areas to prohibit, limit or allow conflicting uses within the Tualatin Basin would be made by the local participating governments, through the Tualatin Basin Natural Resource Coordinating Committee, after consideration of public comments, including Metro Council input and recommendations.

**Step 2 Program Design and Adoption.** Region-wide, Metro will prepare a regional Goal 5 program (regional safe harbor, riparian district plan and local discretionary review options) for the entire region which, for the Tualatin Basin, would reflect the program developed through the Basin Approach. Regional and Basin program elements, including incentives, acquisition, education and regulatory tools would then be prepared. The region would prepare its regional safe harbor, riparian district plan specifications and the local discretionary review options. The Tualatin Basin would design its program. For example, the Tualatin Basin Approach could include, but would not be limited to the following kinds of program elements:

- Revised and new land use “goal 5 overlay” mapped areas and new regulatory language for all land use authorities within the Basin;
- Clean Water Services (CWS) Design & Construction standards (possible revisions);
- Review and possible revisions to CWS maintenance programs (possibly maintenance programs for all jurisdictions including park district);
- Identification and prioritization of restoration sites and financial plan (“Environmental CIP”);
- Coordination with Metro Greenspaces program for targeted acquisitions; and
- Possible incorporation of “green street” optional standards into all local codes (project currently underway being funded by Tualatin Valley Water Quality Endowment Fund)

After taking public testimony, the Tualatin Basin would forward a recommended program to Metro. After its own review process using agreed upon review standards, the Metro Council would determine whether the Basin Approach substantially complies and whether to approve the Tualatin Basin Approach.

**Monitoring and Evaluation.** Metro Code requires that performance measures be used to evaluate the success and effectiveness of its functional plan to realize regional policies. In addition, the National Marine Fisheries Service 4(d) rule calls for monitoring and evaluation. After local programs have been enacted and some time period passes to allow for programs to take hold, Metro should evaluate its policies and their implementation to compare goals with actual outcomes. If a basin approach significantly lagged region-wide efforts, as a last resort, regional safe harbor provisions could be applied to the basin area until a basin approach is completed and approved by the Metro Council.

\*\*\*\*

**\$150,000.00**

March 25, 2002

TO : **Tualatin Basin Natural Resources Coordinating Committee**

FROM : Brent Curtis, Planning Manager  
Land Use and Transportation

SUBJECT: Goal 5 Project Cost Estimates

At the March 18<sup>th</sup>, 2002 meeting of the Tualatin Basin Natural Resources Coordinating Committee, staff presented the draft Intergovernmental Agreement designed to formally establish the TBNRCC, delegate specific authority to that Committee and to provide needed funding for completion of the Tualatin Basin Goal 5 project. After the discussion of this item, the Committee requested that staff provide a written description of the project funding element of that presentation. Following is a general review of the project funding breakdown and related justification as discussed at that meeting:

In developing the draft IGA forming the TBNRCC, it was initially thought that we should allocate \$100,000 to the project and either determine how to complete the project within the limits of that amount, or to return later with an amendment to the IGA to increase funding. Following a number of discussions with members of the Steering Committee, it was recommended that we attempt to address all potential project costs in advance and avoid returning for further funding. A key point in those discussions focused on the importance of a thorough public involvement program and the need to go beyond the minimum notification requirements. The need to 'extend beyond the minimum' is based on the fact that the success or failure of any public process will often hinge on whether all potentially affected parties have had an adequate opportunity to be involved and to develop a reasonable understanding of the potential impacts of that process. With this thought in mind, the Steering Committee reviewed the tasks ahead and considered related costs as discussed below.

Once Metro has completed the inventory of regionally significant resources, there will be two primary tasks remaining to be completed. These tasks are: 1) the ESEE analysis (documentation of the Economic, Social, Energy and Environmental consequences of either protecting a designated resource or allowing conflicting uses to develop; and 2) the development of a 'Program' designed to 'allow' or 'limit' conflicting uses or fully protect the resource (the implementation phase of the project). These tasks are expected to require technical assistance and legal review by a team of consultants that have experience with the development of local Goal 5 programs. Beyond the expertise offered by staff of the participating local governments, the project Steering Committee will likely require the assistance of economists, wetlands ecologists, wildlife biologists ...etc. to complete both the ESEE and the Program phases of the project. With the understanding that we will not actually know how much of this technical assistance will be required until the project tasks are well underway, the Steering Committee has recommended the following funding allocations: \$60,000 for planning and technical services, \$25,000 for legal services (including the current costs in developing Intergovernmental Agreements), and \$15,000 of contingency funds.

During the discussions on public involvement, the Steering Committee developed rough estimates of the costs of doing the notification element of a public involvement program. Since

the precise number of notices that would be required was unknown, the Steering Committee developed both minimum and maximum estimates of the properties that would potentially be affected by the Metro decision on regionally significant Goal 5 resources. These estimates were then converted to general cost estimates which ranged from just under \$14,000 on the low side to approximately \$18,000 on the high side. For budgetary purposes it was determined that the safest approach would be to assume the broadest possible distribution and use the \$18,000 estimate as the guide to determining notification costs. The Steering Committee has advised Metro of the minimum public notification that would be appropriate and has proposed mailing of 2 notices to potentially affected property owners within and immediately surrounding the Goal 5 resources identified by Metro and to rural areas of the Basin. The first of these 2 notices would be sent during the preliminary ESEE work phase (currently underway), with the second notice scheduled for distribution prior to the start of public hearings on the program development phase which would likely begin sometime in the late fall of 2002.

The Steering Committee is recommending an appropriation of \$50,000 to be applied to the Public Involvement process. These funds would generally be allocated in the following manner: 1) two direct mailings to property owners at an estimated cost of \$18,000 each (totaling \$36,000), and 2) \$14,000 earmarked for a variety of public outreach efforts which would potentially include: open houses, WEB site development, project information mailers, public opinion surveys, neighborhood and/or community level meetings ...etc.

The following table outlines the distribution of project funds as currently envisioned:

### **TUALATIN BASIN GOAL 5 PROJECT FUNDING**

#### **Technical Analysis and Program Development:**

o Planning and Technical Services:	\$60,000.00
o Legal Review:	\$25,000.00
o Contingency funds:	\$15,000.00
<i>Sub-Total:</i>	<i>\$100,000.00</i>

#### **Public Involvement:**

o First Public Notice:	\$18,000.00
o Second Public Notice:	\$18,000.00
o General Public Outreach:	\$14,000.00
<i>Sub-Total:</i>	<i>\$50,000.00</i>

<b>Total:</b>	<b>\$150,000.00</b>
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CITY OF TIGARD, OREGON  
COUNCIL AGENDA ITEM SUMMARY

ISSUE/AGENDA TITLE Update to Council on the Butterfly Garden at Cook Park

PREPARED BY: John Roy DEPT HEAD OK \_\_\_\_\_ CITY MGR OK \_\_\_\_\_

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ISSUE BEFORE THE COUNCIL

This will provide information to the Council on the status of the construction of the Butterfly Garden at Cook Park

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STAFF RECOMMENDATION

No action necessary.

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INFORMATION SUMMARY

On January 23, 1996, Council received a financial bequeth in the amount of \$100,000 from US Bank Trust Group on behalf of a Tigard citizen. The bequeth was accepted by Council Resolution 96-05. The terms of the trust identified that the money should be used by the City for the purchase and development of parks.

The Cook Park Expansion Master Plan, which was adopted unanimously by Council on June 10th, 1997, identified the need for protecting, creating, and enhancing wetlands in natural areas. In the landscape design for Cook Park Expansion Master Plan Phase I, we designated a natural feature area, the Cook Park Butterfly Garden. The construction of Phase I development which included the Butterfly Garden, was completed in November of 2001. The construction cost of the Butterfly Garden was \$68,290 with the remaining amount of \$31,710 being applied towards the cost of construction of the wetland viewing gazebo.

The content of the information provided regarding the plants in the Butterfly Garden will be presented in the power point presentation that is attached to the summary.

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OTHER ALTERNATIVES CONSIDERED

No alternative necessary

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VISION TASK FORCE GOAL AND ACTION COMMITTEE STRATEGY

Visioning Goal #2 – A wide range of leisure and recreation opportunities are available for the Tigard community.

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ATTACHMENT LIST

1. Power Point Presentation

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FISCAL NOTES

The City received \$100,000 to be used for park development and/or purchase. These funds were used for construction of the Butterfly Garden (\$68,290) with the remaining \$31,710 being utilized for the wetland viewing gazebo construction.



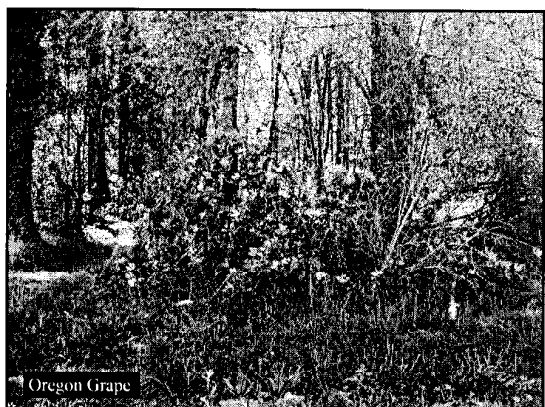


The Butterfly Garden consists of  
31 species of plants and shrubs to attract  
Northwest Cascade butterflies



Butterflies are attracted to some plant  
species, such as:

- Moonshine Common Yarrow
- Compact Oregon Grape
- Purple Cone Flower
- Black Eyed Susan



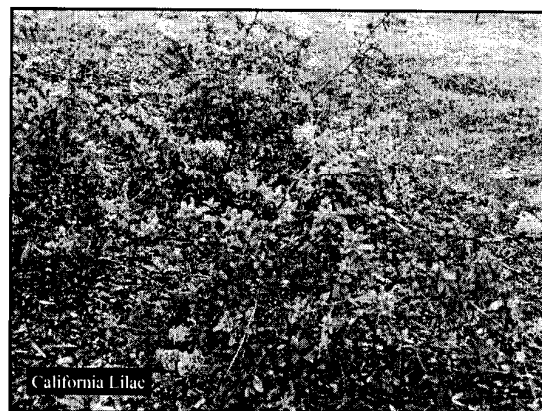
Others plants act as hosts by providing food, such as:

- Salal
- Monch Aster
- Western Bleeding Heart
- Violet
- Lavender
- Western Serviceberry



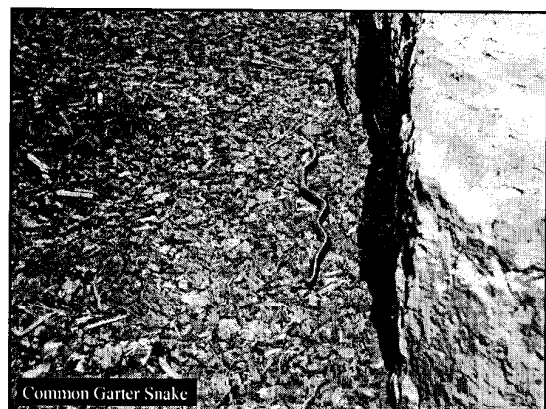
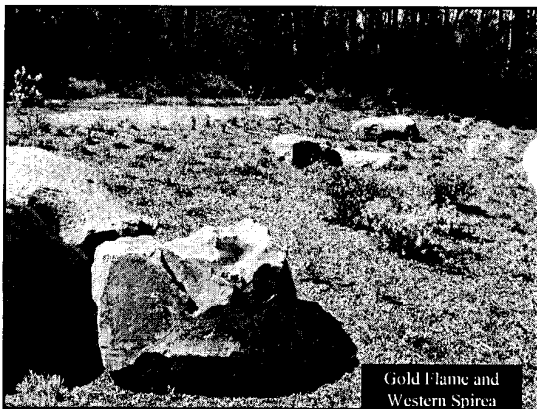
Plants that act as attractors and hosts are:

- Butterfly Blue Pin Cushion Flower
- Butterfly Bush
- California Lilac
- Catmint
- Rose of Sharon



Other butterfly amenities  
provided by the garden location are:

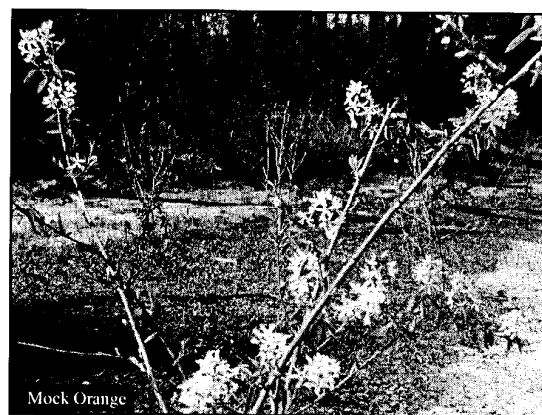
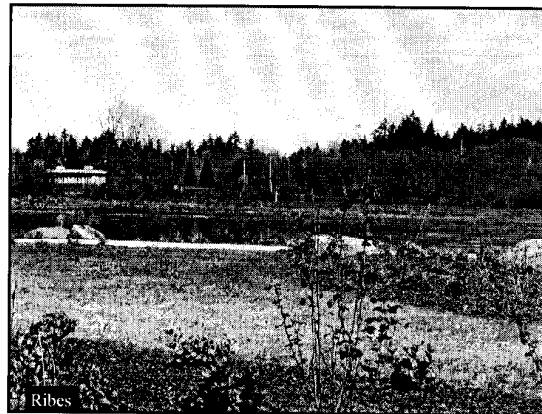
Large landscape rocks for  
warming in the sun.



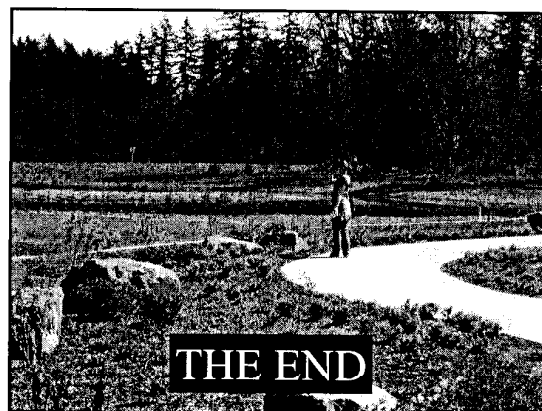
Native and natural treed area for  
providing food and shelter  
from the weather.



Wetland ponds provide a muddy area for minerals and salts.



The natural beauty of the park with its natural areas, the wetland ponds, and the butterfly garden will provide wildlife observation and educational opportunities for many years to come.



AGENDA ITEM # \_\_\_\_\_  
FOR AGENDA OF April 16, 2002  
(Set over to April 23, 2002)

CITY OF TIGARD, OREGON  
COUNCIL AGENDA ITEM SUMMARY

ISSUE/AGENDA TITLE City Manager Performance Review

PREPARED BY: Bill Monahan DEPT HEAD OK \_\_\_\_\_ CITY MGR OK \_\_\_\_\_

ISSUE BEFORE THE COUNCIL

The annual performance review for the City Manager is scheduled for discussion at this meeting.

STAFF RECOMMENDATION

Conduct the performance review with the City Manager.

INFORMATION SUMMARY

The Council will perform the annual review of the City Manager based on criteria established in the existing employment agreement.

OTHER ALTERNATIVES CONSIDERED

N/A

VISION TASK FORCE GOAL AND ACTION COMMITTEE STRATEGY

N/A

ATTACHMENT LIST

None

FISCAL NOTES

N/A